DU PAGE COUNTY

DUPAGE COUNTY BOARD

REGULAR MEETING AGENDA

November 14, 2023	Regular Meeting Agenda	10:00 AM

COUNTY BOARD ROOM

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

Chair
Deborah A. Conroy

District 1
Michael Childress
Cynthia Cronin Cahill
Sam Tornatore

District 2
Elizabeth Chaplin
Paula Deacon Garcia
Yeena Yoo

District 3
Lucy Evans
Kari Galassi
Brian Krajewski

District 4
Grant Eckhoff
Lynn LaPlante
Mary Ozog

District 5
Sadia Covert
Dawn DeSart
Patty Gustin

District 6
Sheila Rutledge
Greg Schwarze
James Zay

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

3.A. Hemant Mehta - Naperville

4. ROLL CALL

5. PROCLAMATIONS

5.A. Small Grant Recipient Check Presentation

6. PUBLIC COMMENT Limited to 3 minutes per person

7. CHAIR'S REPORT / PRESENTATIONS

7.A. RTA Annual Budget Report

7.B. Metra Annual Budget Report

8. CONSENT ITEMS

8.A. **23-3677**
DuPage County Board Minutes - Regular Meeting - Tuesday, October 24, 2023

8.B. **23-3444**
10-20-2023 Paylist

8.C. **23-3462**
10-24-2023 Paylist

8.D. **23-3502**
10-27-2023 Paylist

8.E. **23-3558**
10-31-2023 Paylist

8.F. **23-3644**
11-03-2023 Auto Debit Paylist

8.G. **23-3645**
11-03-2023 Paylist

8.H. **23-3670**
11-07-2023 Paylist

8.I. **23-3451**
Treasurer's Report of Investments and Deposits - September 2023

8.J. **23-3600**
Change orders to various contracts as specified in the attached packet.

9. COUNTY BOARD - CHILDRESS

9.A. **CB-R-0095-23**
Appointment of Lawrence Schouten, M.D. - Doctor to the Board of Health

10. FINANCE - CHAPLIN

Committee Update

10.A. **FI-R-0260-23**
Acceptance and appropriation of the U.S. Department of Justice - Bureau of Justice Assistance PY23 DNA Capacity Enhancement for Backlog Reduction Program Grant Award No. 15PBJA-23-GG-01275-DNAX, Company 5000, Accounting Unit 4510, $395,280. (Sheriff's Office)

10.B. **FI-R-0261-23**
Acceptance and appropriation of the Sustained Traffic Enforcement Program PY24 Grant - Agreement No. HS-24-0193, 0402, Company 5000, Accounting Unit 4525, $39,027. (Sheriff's Office)

10.C. **FI-R-0262-23**
Budget Transfers 11-14-2023 - Various Companies and Accounting Units

10.D. **FI-R-0264-23**
Amendment to the grant agreement between the County of DuPage and Northern Illinois Food Bank for the use of ARPA funds, for an increase to the contract total amount and an additional four months of funding. (ARPA ITEM)

10.E. **FI-R-0265-23**
Resolution for townships that opted out of the Northern Illinois Food Bank Fresh Produce Program, for an additional direct payment. (ARPA ITEM)

10.F. **FI-R-0266-23**
Authorization to transfer funds from the Opioid Settlement Fund to the DuPage County Health Department, for Fiscal Year 2024, in an amount not to exceed $850,000.

10.G. **FI-P-0019-23**
Recommendation for the issuance of a contract purchase order to Alliant Insurance Services, Inc. (Coalition), to secure Cyber Liability Insurance for the County, for the period of December 1, 2023 to December 1, 2024, for Finance - Tort Liability, for a contract total amount not to exceed $150,961. Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

10.H. **FI-P-0020-23**

Recommendation for the issuance of a contract purchase order to Alliant Insurance Services, Inc. (National Casualty Company), to provide Employment Practices Liability Insurance, for Finance - Tort Liability, for the period of December 1, 2023 to December 1, 2024, for a contract total amount not to exceed $52,708. Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

10.I. **FI-P-0022-23**

Recommendation for the issuance of a contract purchase order to Alliant Insurance Services, Inc. (Chubb), to provide Property Insurance for all County properties including the Health Department, and including flood coverage insurance, for the period of December 1, 2023 to December 1, 2024, for the Finance Department, for a contract total amount not to exceed $373,051. Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

10.J. **FI-P-0021-23**

Recommendation for the issuance of a contract purchase order to Alliant Insurance Services, Inc. (Safety National/Upland Specialty/AWAC), for Excess General and Automobile Liability Insurance for the County and the Health Department, for the period December 1, 2023 to December 1, 2024, for Finance - Tort Liability, for a contract total amount not to exceed $784,298. Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

10.K. **FI-P-0023-23**

Recommendation for the issuance of a contract purchase order to Alliant Insurance Services, Inc. (Safety National), to provide Workers' Compensation Insurance to the County and the Health Department, for the period of December 1, 2023 to December 1, 2024, for Finance - Tort Liability, for a contract total amount not to exceed $199,751. Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

10.L. **FI-P-0024-23**

Approval of a contract purchase order to CorVel Corporation, for third party administrator services, for the Human Resources Department, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed $100,000; per renewal of RFP #20-110-HR. (Human Resources)

11. ANIMAL SERVICES - KRAJEWSKI

Committee Update

12. DEVELOPMENT - TORNATORE

Committee Update

12.A. **DC-R-0002-23**

To Approve: Intergovernmental Agreement between the City of Wheaton and the County of DuPage for the transfer of certain regulatory authority from the City to the County exclusively for the development of the new DuPage County Health Department Crisis Recovery Center ("CRC")

12.B. **DC-R-0003-23**

To Approve: A Resolution accepting a grant from the Illinois Housing Development Authority's Strong Communities Program - Round 2

12.C. **DC-O-0057-23**

ZONING-23-000054 – Blacha: To approve the following zoning relief:
1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years. (Downers Grove/ District 3)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

12.D. **DC-O-0058-23**

ZONING-23-000062 – Murphy: To approve the following zoning relief:
Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback. (Downers Grove/ District 3)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

12.E. **DC-O-0059-23**

ZONING-23-000065 – Hammersmith: To approve the following zoning relief:
1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years. (Winfield/ District 6)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

12.F. **DC-O-0060-23**

ZONING-23-000068 – Eckler: To approve the following zoning relief:
Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway. (Winfield/ District 6)
ZHO Recommendation to Deny
Development Committee VOTE (to Approve): 4 Ayes, 1 Nays, 1 Absent

12.G. **DC-O-0061-23**

ZONING-23-000071 – Gilman: To approve the following zoning relief:
Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property. (Lisle/ District 2)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

12.H. **DC-O-0062-23**

Update to the DuPage County Building Code (Request to waive the first reading)

13. ECONOMIC DEVELOPMENT - LAPLANTE

Committee Update

14. ENVIRONMENTAL - RUTLEDGE

Committee Update

14.A. **EN-R-0019-23**

Recommendation for the approval of a grant agreement between the County of DuPage and Choose DuPage for Choose DuPage to manage Sustainable DuPage, for the period of December 1, 2023 to November 30, 2024, for a total amount not to exceed $60,000.

15. ETSB - SCHWARZE

Committee Update

15.A. **ETS-R-0056-23**

Resolution approving the County Board execution of an Intergovernmental agreement on behalf of the Emergency Telephone System Board to grant 911 surcharge funds to the two DuPage County Public Safety Answering Points to be used consistent with state and federal law.

16. HUMAN SERVICES - SCHWARZE

Committee Update

16.A. **HS-R-0065-23**

Recommendation for Approval of a HOME Investment Partnerships Act (HOME) Agreement with Catholic Charities, Project Number HM21-02a – Tenant Based Rental Assistance – in the Amount of $300,000.

16.B. **HS-R-0066-23**

Recommendation for Approval of a Memorandum of Understanding with the Village of Addison for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Addison's Community Project Funding (CPF) Grant.

16.C. **HS-R-0067-23**

Recommendation for Approval of a Memorandum of Understanding with the City of Wheaton for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Wheaton's Community Project Funding (CPF) Grant.

16.D. **HS-R-0068-23**

Recommendation for Approval of a Memorandum of Understanding with the Wood Dale Park District for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Wood Dale Park District's Community Project Funding (CPF) Grant.

16.E. **HS-P-0081-23**

Awarding Resolution issued to Healthy Air Heating & Air, Inc., to provide furnace repair or replacement labor and materials for the Low Income Home Energy Assistance Program (LIHEAP), for the period of November 1, 2023 through June 30, 2024, for a contract total amount $206,008; per quote #23-124-WEX. (Community Services)

16.F. **HS-P-0082-23**

Awarding Resolution issued to Nortek Environmental, Inc,. to provide furnace repair or replacement labor and materials for the Low-Income Home Energy Assistance Program (LIHEAP), for the period of November 1, 2023 through June 30, 2024, for a contract total of $206,008; per quote #23-124-WEX. (Community Services)

16.G. **HS-P-0083-23**

Recommendation for the approval of a contract purchase order to Northwestern Medicine Regional Medical Group - Dr. Miele, for Professional Services for a Medical Director, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed $36,000, per Other Professional Services.

16.H. **HS-P-0084-23**

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total amount not to exceed $37,912. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

16.I. **HS-P-0085-23**

Recommendation for the approval of a contract purchase order to Sysco Chicago, Inc., for primary food, supplies and chemicals, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed $1,246,500, under bid renewal #22-082-DCC, first of three one-year optional renewals.

16.J. **HS-P-0086-23**

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 Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed $66,000; per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.

16.K. **HS-P-0087-23**

Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., to provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed $1,000,000; per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.

17. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

17.A. **JPS-CO-0007-23**

Amendment to Purchase Order 6096-0001 SERV, issued to Public Safety Direct, for the repairs and maintenance of existing sheriff's vehicles and upfitting of the new sheriff's vehicles, to increase the encumbrance in the amount of $14,000, resulting in a new contract total amount not to exceed $740,816.70, an increase of 1.93%. (Sheriff's Office)

17.B. **JPS-P-0067-23**

Recommendation for the approval of a contract purchase order to Streicher's, Inc., for the purchase of ballistic and stab resistant armor for the deputies, for the period of December 1, 2023 through November 30, 2024, for a contract total not to exceed $165,000; per contract pursuant to the Governmental Joint Purchasing Act, NASPO contract pricing-Master Agreement #164720. (Sheriff's Office)

18. LEGISLATIVE - DESART

Committee Update

19. PUBLIC WORKS - GARCIA

Committee Update

19.A. **PW-R-0004-23**

Recommendation to approve the Water Purchase and Sale Agreement between the DuPage Water Commission and the County of DuPage, Illinois. (First Reading)

19.B. **PW-R-0005-23**

Recommendation for concurrence of an extension of the Water Supply Contract between the DuPage Water Commission and the City of Chicago. Recommendation to approve the Water Purchase and Sale Agreement between the DuPage Water Commission and the County of DuPage, Illinois. (First Reading)

19.C. **PW-P-0045-23**

Recommendation for the approval of an agreement between the County of DuPage, Illinois, and Fehr Graham, for on-call professional engineering services on an as-needed basis for wastewater treatment process control and infrastructure, for the period of November 14, 2023 to November 30, 2025, for a total contract amount not to exceed $95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

19.D. **PW-P-0046-23**

Recommendation for the approval of an agreement between the County of DuPage, Illinois, and Trotter and Associates, Inc., for on-call professional engineering services on an as-needed basis for wastewater treatment plant permit reporting, for Public Works, for the period of November 14, 2023, to November 30, 2025, for a total contract amount not to exceed $95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

19.E. **PW-P-0044-23**

Recommendation for the approval of an agreement between the County of DuPage, Illinois, and Christopher B. Burke Engineering LTD., for on-call professional engineering services for water system design and construction management, and Lake Michigan water allocation, for various regions around DuPage County, for Public Works, for the period of November 14, 2023, to November 30, 2026, for a total contract amount not to exceed $95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

19.F. **FM-P-0086-23**

Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for Facilities Management, for the period of December 1, 2023 through November 30, 2024, for a total contract amount not to exceed $123,397.52, per renewal option under bid award #22-112-FM, first option to renew.

19.G. **FM-P-0087-23**

Recommendation for the approval of an Agreement between the County of DuPage, Illinois and Gehrke Technology Group, Inc., for professional water treatment consulting and management services, for Facilities Management, for the four-year period of December 1, 2023 through November 30, 2027, for a contract total amount not to exceed $116,973.60. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

20. STORMWATER - ZAY

Committee Update

20.A. **SM-R-0076-23**

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and the Village of Lisle for the Main Street Storage Basin Project. (ARPA ITEM)

20.B. **SM-R-0075-23**

Recommendation for approval of a Memorandum of Understanding between the County of DuPage, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

20.C. **SM-P-0071-23**

Recommendation for the approval of a contract with Water Well Solutions Illinois Division LLC, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale - Itasca Flood Control Facility, for Stormwater Management, for a contract total amount not to exceed $151,190; per lowest responsible Bid #22-110-SWM. Per renewal option under bid award 22-110-SWM, first option to renew.

20.D. **SM-P-0070-23**

Recommendation for the approval of a contract issued to Earthwerks Land Improvement and Development, Inc., for On Call Construction, for Stormwater Management, for a contract total not to exceed $2,222,744; per lowest responsible Bid #22-102-SWM. Per renewal option under bid award 22-102-SWM, first option to renew. (PARTIAL ARPA ITEM)

20.E. **SM-P-0069-23**

Recommendation for the approval of a contract with V3 Construction Group, LTD., for the Main Street Basin Flood Control Project, for Stormwater Management, for a contract total amount not to exceed $2,199,627.50, per lowest responsible Bid # 23-107-SWM. (PARTIAL ARPA ITEM)

20.F. **SM-P-0067-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois, and Naperville Township, for the Green Acres drainage project, for an agreement not to exceed $45,000. (ARPA ITEM)

20.G. **SM-P-0068-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois, and Naperville Township, for the Aero Estates drainage project, for an agreement not to exceed $95,000. (ARPA ITEM)

20.H. **SM-P-0065-23**

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for Professional Education Services, for Stormwater Management, for the period of December 1, 2023 through November 30, 2024, for a contract total not to exceed $235,000. ($85,000 SWM and $150,000 Environmental) Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process.

20.I. **SM-P-0066-23**

Recommendation to enter into a Joint Funding Agreement between The County of DuPage, Illinois and the United States Department of the Interior - U.S. Geological Survey (USGS), for Water Resources Investigations, for the period of December 1, 2023 through November 30, 2024, for Stormwater Management, for a contract total amount of $373,000. USGS shall contribute $167,600.

21. STRATEGIC PLANNING - COVERT

Committee Update

22. TECHNOLOGY - YOO

Committee Update

22.A. **TE-R-0045-23**

Adoption of the Technology Resources Acceptable Use Policy

22.B. **TE-P-0070-23**

Recommendation for the approval of a contract purchase order to CDWG, Inc., for the purchase of laptops, desktops, monitors, and docking stations, for Information Technology, for the period of November 15, 2023 through November 30, 2024, for a contract total amount of $148,610.70. Contract pursuant to the Intergovernmental Cooperation Act, Sourcewell Contract #081419 cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

22.C. **TE-P-0071-23**

Recommendation for the approval of a contract purchase order to BDO USA Solutions Provider, LLC, for the annual software maintenance of FireEye Security software. This contract covers the period of December 10, 2023 through December 9, 2024, for Information Technology, for a contract total amount of $165,113. This is the first optional renewal per lowest responsible bidder, bid #22-124-IT.

22.D. **TE-P-0072-23**

Recommendation for the approval of a contract purchase order to Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT), for the annual Hyland and CAPSYS Software Assurance maintenance of imaging systems for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, paid for by Information Technology, for the period of January 1, 2024 through January 31, 2025, for a contract total amount of $63,300.76. Exempt from bidding per 55 ILCS 5/5-1022 (c) "Competitive Bids" not suitable for competitive bids – Sole Source. IDT is the OnBase approved provider for their products.

22.E. **TE-P-0073-23**

Recommendation for the approval of a contract purchase order to IBM Corporation, for the purchase of program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for Information Technology, for the period of December 1, 2023 through November 30, 2024, for a total contract amount of $111,171.72. Exempt from bidding per DuPage County Purchasing Ordinance, Article 2-350 - Sole Source. This is proprietary software.

23. TRANSPORTATION - OZOG

Committee Update

23.A. **23-3457**

DT-053C-91 Amendment to resolution DT-053B-91 for renewal of an Agreement of Understanding between the County of DuPage and the Illinois Department of Transportation for Maintenance and Construction.

23.B. **DT-R-0092-23**

Agreement between the County of DuPage and the Morton Arboretum for the Illinois Prairie Path Enhancement Project, funded by a grant from Nicor Gas, to remove invasive understory growth and replace them with Oak trees, along a section of the Illinois Prairie Path. (County to be reimbursed up to $10,000).

23.C. **23-3590**

Rescission of Local Public Agency Agreement DT-R-0079-23 and approval of revised agreement between the County of DuPage and the Illinois Department of Transportation CH9/Lemont Road (83rd Street to 87th Street) and CH31/87th (Haven Drive to Lemont Road) Section 16-00232-00-CH, (Estimated County cost $1,747,782.00).

23.D. **DT-P-0103-23**

Local Public Agency Engineering Services Agreement between the County of DuPage and Christopher B. Burke Engineering, Ltd. for Professional Preliminary Engineering Services for the East Branch DuPage River Trail, from IL 56/Butterfield Road to the Illinois Prairie Path (IPP), Section 23-00002-08-BT for a contract cost not to exceed $1,499,997. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (County to be reimbursed $1,200,000.)

23.E. **DT-R-0090-23**

Joint Funding Agreement for Preliminary Engineering, between the County of DuPage and the Illinois Department of Transportation for the East Branch DuPage River Trail from IL 56/Butterfield Road to the Illinois Prairie Path, section 23-00002-08-BT. (County to be reimbursed 80%, up to $1,200,000).

23.F. **DT-R-0091-23**

Agreement between the County of DuPage and the City of Aurora for the installation and future maintenance responsibilities of the Central Signal System. (County to be reimbursed $49,918.66).

24. DISCUSSION

24.A. **23-3659**

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

25. OLD BUSINESS

26. NEW BUSINESS

27. EXECUTIVE SESSION

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

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

28. MEETING ADJOURNED

28.A. This meeting is adjourned to Tuesday, November 28, 2023, at 10:00 a.m.

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

File #: 23-3677 **Agenda Date:** 11/14/2023 **Agenda #:** 8.A.

DU PAGE COUNTY

DuPage County Board

Summary

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

Tuesday, October 24, 2023 **10:00 AM** **COUNTY BOARD ROOM**

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Deborah A. Conroy at 10:07 AM.

2. PLEDGE OF ALLEGIANCE

Member Childress led the pledge of allegiance.

3. INVOCATION

3.A. Reverend Alex Molina – St. Andrew Lutheran Church, West Chicago

Motion to Conduct Meeting

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

4. ROLL CALL

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

5. PROCLAMATIONS

5.A. Proclamation Honoring DuPage County Transportation Director Christopher Snyder

6. PUBLIC COMMENT Limited to 3 minutes per person

The following individuals made public comment:

Daniel Dwyer: O'Hare sound mitigation

7. CHAIR'S REPORT / PRESENTATIONS

Chair Conroy made the following remarks:

Board Members and staff are invited to join us after this meeting for a brief reception in honor of Chris Snyder in room 3500-B. Come by and share your good wishes with Chris.

For those of us continuing in our service to the County…Keep an eye open for the annual open enrollment informational packets from Human Resources. This year's open enrollment period will begin on October 30th through November 27th. This is your yearly opportunity to review

your health, dental, vision and other insurance coverage choices and make any necessary changes. Once again…the deadline for enrollment is November 27th, but our H.R. folks would really appreciate it if you could get those forms back early this year. Many thanks in advance.

And finally, I hope Board Members will join me in a volunteer event at Loaves and Fishes on November 7th from 1:30-3 p.m. We will be bagging food for clients of the food pantry ahead of the holidays. If you are able to attend, please RSVP to Heidi Blakely in the County Board Office.

7.A. ETSB Budget Presentation

8. CONSENT ITEMS

8.A. **23-3415**
DuPage County Board Minutes - Regular Meeting - Tuesday, October 10, 2023

8.B. **23-3272**
10-06-2023 Paylist

8.C. **23-3345**
10-13-2023 Paylist

8.D. **23-3366**
10-17-2023 Paylist

8.E. **23-3336**
10-12-2023 IDOR Wire Transfer

8.F. **23-3300**
Recorder's Monthly Revenue Statement - September 2023

8.G. **23-3392**
Change orders to various contracts as specified in the attached packet.

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

9. COUNTY BOARD - CHILDRESS

Motion to Amend

Member DeSart moved and Member Rutledge seconded a motion to amend the 2024 County Board Meeting Schedule to change the start time of the May 28 and November 12, 2024

meetings to 7:00 p.m. After discussion, motion was withdrawn.

Motion to Amend

Member Chaplin moved and Member Childress seconded a motion to amend the 2024 County Board Meeting Schedule to change the start time of the May 28, 2024 meeting to 7:00 p.m. Members Cahill, Chaplin, Childress, DeSart, Garcia, Ozog, Rutledge, Tornatore, Yoo, and Zay voted "aye". Members Covert, Eckhoff, Evans, Galassi, Gustin, Krajewski, La Plante, and Schwarze voted "nay".

9.A. **CB-R-0091-23**
2024 County Board Meeting Schedule

WHEREAS, 5 ILCS 120/2.02 provides that:

2.02 Public notice of all meetings, whether open or closed to the public, shall be given as follows:
(a) Every body subject to the Act shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings; and

WHEREAS, the County Board deems it advisable to establish a listing of the meetings of the County Board to be held from January 2024 through December 2024, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that this resolution establishing the attached schedule of 2024 County Board meetings be and is hereby approved and adopted; and

BE IT FURTHER RESOLVED that the County Clerk shall cause this resolution to be published in a newspaper of general circulation in the County; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to all County departments, elected officials' offices and to all DuPage County media outlets.

2024 COUNTY BOARD MEETING SCHEDULE
All meetings convene at 10:00 a.m. (Unless otherwise indicated)

January 9	June 25
January 23	July 9
February 13	August 13
February 27	August 27
March 12	September 10
March 26	September 24
April 9	October 8
April 23	October 22
May 14	November 12
May 28*	November 26
June 11	December 10

*Any meeting indicated by an asterisk is set to begin at 7 P.M.

RESULT: APPROVED AS AMENDED

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

9.B. **CB-R-0093-23**

Expanded Board of Review Appointment of 2 Members - List Attached.

WHEREAS, 35 ILCS 200/6-25, provides that whenever the number of complaints filed with the Board of Review relating to the assessment of property has caused a need for an Expanded Board of Review, the County Board Chair may appoint additional members to hold separate hearings on complaints; and

WHEREAS, such a situation now exists; and

WHEREAS, Deborah A. Conroy, County Board Chair, has submitted a list of 2 appointments to be Members of the Expanded Board of Review attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the attached list of appointments to the Expanded Board of Review be and are hereby appointed to serve as members with terms expiring May 31st, 2024; and

BE IT FURTHER RESOLVED that compensation for said members of the Expanded Board of Review shall be two hundred fifty dollars ($250.00) for each day so employed, or one hundred twenty-five dollars ($125.00) for each half-day so employed, and traveling expenses shall be reimbursed at the rate per mile approved by the County Board; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution via certified mail to: Each name on the attached list.

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

10. FINANCE - CHAPLIN

Committee Update

10.A. **FI-R-0236-23**

Annual Financial Commitments in Support of DuPage Convention & Visitors Bureau for Fiscal Year 2023, $50,000.

WHEREAS, the DuPage County Board supports the DuPage Convention and Visitors Bureau through an annual financial commitment; and

WHEREAS, the DuPage Convention and Visitors Bureau promotes economic development and tourism for all DuPage County residents and local governments; and

WHEREAS, the DuPage County Board recognizes that the DuPage Convention and Visitors Bureau is an organization worthy of continued financial support; and

WHEREAS, in its Fiscal Year 2023 Budget, DuPage County has identified $50,000 (FIFTY THOUSAND AND NO/100 DOLLARS) in the General Fund - Company 1000, Accounting Unit 1180, Account 53704 for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board supports the annual financial commitments to the DuPage Convention and Visitors Bureau in an amount up to, but not to exceed $50,000 (FIFTY THOUSAND AND NO/100 DOLLARS) in one or more payments; and

BE IT FURTHER RESOLVED by the DuPage County Board that the said payments may be made anytime from the period of December 1, 2022 to November 30, 2023.

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

10.B. **FI-R-0237-23**

Service Agreement between the County of DuPage and Choose DuPage, Fiscal Years 2024 and 2025.

WHEREAS, Choose DuPage is a not-for-profit Economic Development Corporation existing under the laws of the State of Illinois and organized for the purpose of promoting the economic development of DuPage County; and

WHEREAS, Choose DuPage represents the cooperative effort between the interests of business and government, and is a partnership between business and government, including the County of DuPage ("County"), charged with advancing the economy of DuPage County by, amongst other methods, promoting job creation and retention within DuPage County; and

WHEREAS, the County desires to support and assist Choose DuPage in furtherance of the not-for-profit's endeavors and, historically, has rendered such support in the form of financial assistance; and

WHEREAS, an existing Service Agreement between the County of DuPage and Choose DuPage, which among other things, sets forth an arrangement whereby the County and Choose DuPage cost-share certain services, was originally adopted by the DuPage County Board on the 27th day of October 2009 and has been subsequently renewed with the current agreement set to expire on November 30, 2023; and

WHEREAS, the County desires to continue its support of Choose DuPage with a new Service Agreement, attached hereto, which shall take effect on December 1, 2023; and

WHEREAS, the County agrees to support Choose DuPage by providing monthly financial assistance; and

WHEREAS, the value of such financial assistance shall be in an amount not to exceed the County's Contribution Limit, to be specified annually by the DuPage County Board; and

WHEREAS, any payments made to Choose DuPage shall be used for business activities that support economic development endeavors; and

WHEREAS, Choose DuPage agrees to incur all other costs associated with its day-to-day operations; and

WHEREAS, the attached Service Agreement shall control the relationship between the County and Choose DuPage, in part, with regard to the County's support of Choose DuPage and in part in return for securing private sector investment within the County.

NOW THEREFORE BE IT RESOLVED, by the DuPage County Board that the County is hereby authorized to enter into the Service Agreement with Choose DuPage, attached hereto, for the purpose of providing financial support and that the County Board Chair is directed to sign the aforesaid Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to Lisa Smith, State's Attorney's Office; the County Board Office c/o Joan Olson, Chief Communications Officer; Finance Department c/o Jeff Martynowicz, Chief Financial and Administrative Officer, 421 N. County Farm Road, Wheaton, Illinois 60187; and Choose DuPage, c/o Greg Bedalov, President and CEO, 2001 Butterfield Rd, Suite 235, Downers Grove, Illinois 60515.

RESULT: APPROVED

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

10.C. **FI-R-0238-23**

Additional appropriation for the Detention Screening Transport Fund, Company 1400, Accounting Unit 6130, $254,000. (Probation and Court Services)

WHEREAS, appropriations for the DETENTION SCREENING TRANSPORT FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, there is a need for an additional appropriation in the DETENTION SCREENING TRANSPORT FUND - COMPANY 1400, ACCOUNTING UNIT 6130 for the DuPage County juvenile population at Kane County due to the increase in the average daily population, the increase in per diem to $175, and an increase in salaries and fringe benefits due to union increases agreed per collective bargaining agreement in the amount of $254,000 (TWO HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the DETENTION SCREENING TRANSPORT FUND - COMPANY 1400, ACCOUNTING UNIT 6130 to support an additional appropriation of $254,000 (TWO HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $254,000 (TWO HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS); in the DETENTION SCREENING TRANSPORT FUND - COMPANY 1400, ACCOUNTING UNIT 6130 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of $254,000 (TWO HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS); in the DETENTION SCREENING TRANSPORT FUND - COMPANY 1400, ACCOUNTING UNIT 6130 is hereby approved and added to the Fiscal Year 2023 Appropriation Ordinance.

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

10.D. **FI-R-0239-23**

Acceptance and appropriation of additional funding of the Low Income Home Energy Assistance Program (LIHEAP) HHS Grant FY23 Inter-Governmental Agreement No. 23-224028, Company 5000, Accounting Unit 1420, from $3,291,193 to $3,718,038 - an increase of $426,845. (Community Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Low-Income Home Energy Assistance Program HHS Grant FY23, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0477-22 for the period October 1, 2022 through June 30, 2024, as amended; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with Amendment No. 002 to Inter-Governmental Agreement No. 23-224028 (ATTACHMENT II) that additional grant funds in the amount of $426,845 (FOUR HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED FORTY- FIVE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

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

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

WHEREAS, the County Board finds that the need to appropriate said additional funding 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 Amendment No. 002 to Inter-Governmental Agreement No. 23-224028 (ATTACHMENT II) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $426,845 (FOUR-HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS) be made and added to the Low-Income Home Energy Assistance Program HHS Grant FY23, Company 5000 - Accounting Unit 1420 and that the program continue as originally approved in all other respects; and

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

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

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

10.E. **FI-R-0240-23**

Acceptance and appropriation of the Low Income Home Energy Assistance Program (LIHEAP) State Grant PY24 Inter-Governmental Agreement No. 24-254028, Company 5000, Accounting Unit 1495, in the amount of $5,528,383. (Community Services)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $5,528,383 (FIVE MILLION, FIVE HUNDRED TWENTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from July 1, 2023, through August 31, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 24-254028 (ATTACHMENT II) between DuPage County and the Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $5,528,383 (FIVE MILLION, FIVE HUNDRED TWENTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program State Grant PY24, Company 5000 -

Accounting Unit 1495 for the period July 1, 2023, through August 31, 2024; and

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

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

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

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

10.F. **FI-R-0256-23**

Approval of a grant agreement with Midwest Shelter for Homeless Veterans, for the use of ARPA funds, in the amount of $50,000. (ARPA ITEM)

WHEREAS, the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2) was signed into law on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, the County of DuPage ("County") has received $179,266,585.00 (ONE HUNDRED SEVENTY-NINE MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS) from the American Rescue Plan Act ("ARPA"); and

WHEREAS, the United States Department of the Treasury released the Final Rule on January 6, 2022 to provide guidance on the use of ARPA funding; and

WHEREAS, the County has evaluated the ARPA public law with its subsequent Final Rule and has determined that ARPA funds may be used to address negative economic impacts caused by the COVID-19 public health emergency, especially negative impacts on at-risk or unhoused veterans and their families; and

WHEREAS, the County wishes to enter into a Grant Agreement ("Agreement") with Midwest Shelter for Homeless Veterans to provide ARPA funding for direct emergency assistance to veteran households; and

WHEREAS, the County has prepared an Agreement ("Exhibit A") which outlines the arrangements between the County and Midwest Shelter for Homeless Veterans to govern the

disbursement and auditing of ARPA funds.

NOW, THEREFORE BE IT RESOLVED that the DuPage County Board hereby directs the DuPage County Board Chair to execute the grant Agreement between DuPage County and Midwest Shelter for Homeless Veterans.

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

10.G. **FI-R-0257-23**

Correction of a Scrivener's Error in Resolution FI-R-0444-22.

WHEREAS, authorization to transfer $467,500 to the BUILDING, ZONING AND PLANNING FUND for Fiscal Year 2023, pursuant to Resolution FI-R-0444-22 was approved on October 25, 2022; and

WHEREAS, said Resolution should have stated in order to maintain operations in the Building, Zoning and Planning Fund in Fiscal Year 2023, the County of DuPage finds it necessary to transfer an amount up to, but not to exceed, $467,500 (FOUR HUNDRED SIXTY-SEVEN THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) from the General Fund (1000) to the Building, Zoning and Planning Fund (1100-2820).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that Resolution FI-R-0444-22 be revised to allow a transfer in an amount up to, but not to exceed $467,500 (FOUR HUNDRED SIXTY-SEVEN THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) in one or more transfers from 1000-1180-57001-0170 (Transfer Out Building, Zoning & Planning) to 1100-2820-47000-0000 (Transfer In General Fund); and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfers may be made relative to the period of December 1, 2022 to November 30, 2023.

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

10.H. **FI-R-0258-23**

Budget Transfers 10-24-2023 - Various Companies and Accounting Units

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2023 fiscal year; and

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

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

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

10.I. **FI-P-0018-23**

Approval of an agreement with Rock Fusco & Connelly, LLC, to provide legal services as Special Assistant State's Attorneys, for the time period of October 12, 2023 through November 30, 2024, for the State's Attorney's Office, in an amount not to exceed $150,000. (State's Attorney's Office)

WHEREAS, an agreement has been negotiated in accordance with State law; and

WHEREAS, the Finance Committee recommends County Board approval of payments to Rock Fusco & Connelly, LLC to provide legal services as Special Assistant State’s Attorneys for the period of October 12, 2023, through November 30, 2024.-----

NOW, THEREFORE BE IT RESOLVED, that said approval of payments for legal services for the State’s Attorney’s Office for the period of October 12, 2023, through November 30, 2024, be, and is hereby approved for issuance of payments to Rock Fusco & Connelly, 321 N. Clark Street, Suite 2200, Chicago, IL 60654, for an amount not to exceed $150,000.00.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Paula Garcia

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

11. ANIMAL SERVICES - KRAJEWSKI

Committee Update

12. DEVELOPMENT - TORNATORE

Committee Update

12.A. **DC-O-0051-23**

ZONING-23-000056 – Almedia: To approve the following zoning relief:
Variation to increase the maximum total size of detached accessory structures from permitted 2,600 sq. ft. to approximately 3,182 sq. ft. (2,894 sq. ft. for existing detached accessory building and 288 sq. ft. for a proposed horse shelter). (Wayne/ District 6)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on September 13, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Variation to increase the maximum total size of detached accessory structures from permitted 2,600 sq. ft. to approximately 3,182 sq. ft. (2,894 sq. ft. for existing detached accessory building and 288 sq. ft. for a proposed horse shelter), on the property hereinafter described:

THE NORTH 622.00 FEET AS MEASURED ON THE EAST LINE OF THE WEST 280.17 FEET OF THE EAST 298.82 FEET AS MEASURED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 13, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that they requested the subject zoning relief to allow an additional 12’ x 24’ detached accessory building for a horse shelter on the subject property.

B. That petitioner testified that they have lived at the subject property for approximately three (3) years.

C. That petitioner testified that the proposed horse shelter would be located behind the existing detached accessory building and would be completely surrounded by vegetation and mature trees.

D. That petitioner testified that the proposed horse shelter would be used for the purpose of having a family horse on the subject property.

E. That petitioner testified that the existing detached accessory building is used for storage of household accessory equipment.

F. That the Hearing Officer finds that petitioner has demonstrated evidence for the subject zoning relief as petitioner purchased the subject property approximately three (3) years ago and that the existing detached accessory building was already located on the 3.79-acre subject property. Furthermore, that in order to have a permitted horse on the property, petitioner requires the subject zoning relief to shelter the proposed horse.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.

2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:

    a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed horse shelter would meet all require setbacks and will not impair an adequate supply of light and air to the adjacent properties.

    b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed horse shelter will be built pursuant to all current building codes.

    c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed horse shelter will not diminish the value of land and buildings throughout the County.

    d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed horse shelter will be located in the rear property and will not unduly increase traffic congestion in the public streets and

highways.

e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed horse shelter will not increase the potential for flood damages to adjacent property.

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed horse shelter will not incur additional public expense for flood protection, rescue, or relief.

g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed horse shelter will be built in the rear of the property, will be an added benefit to the area, and will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER ZONING-23-000056 Almedia

ZONING REQUEST Variation to increase the maximum total size of detached accessory structures from permitted 2,600 sq. ft. to approximately 3,182 sq. ft. (2,894 sq. ft. for existing detached accessory building and 288 sq. ft. for a proposed horse shelter).

OWNER RANDAL AND MALGORZATA ALMEDIA, 29W631 SCHICK ROAD, BARTLETT, IL 60103

ADDRESS/LOCATION 29W631 SCHICK ROAD, BARTLETT, IL 60103

PIN 01-15-300-017

TWSP./CTY. BD. DIST. WAYNE DISTRICT 6

ZONING/LUP R-1 SF RES 0-5 DU AC

AREA 3.79 ACRES (165,092 SQ. FT.)

UTILITIES WELL AND SEPTIC

PUBLICATION DATE Daily Herald: AUGUST 29, 2023

PUBLIC HEARING WEDNESDAY, SEPTEMBER 13, 2023

ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: Our office has no jurisdiction in this matter.

Health: No Objections

Stormwater: No Objections with the concept of the petition. Additional information may be required at time of permit application.

Public Works: Our office has no jurisdiction in this matter.

EXTERNAL:

Village of Bartlett: *No Comments Received.*

City of West Chicago: *No Comments Received.*

Village of Wayne: *No Comments Received.*
Village of Carol Stream: "No Comments"
Wayne Township: *No Comments Received.*
Township Highway: *No Comments Received.*
Bartlett Fire Dist.: No Objections.
Sch. Dist. U-46: *No Comments Received.*
Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Floor Area Ratio:	2,600 SQ. FT.	2,894 SQ. FT.	3,182 SQ. FT.

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-1 SF RES	HOUSE	0-5 DU AC
North	SCHICK ROAD AND BEYOND R-1 SF RES	HOUSE	0-5 DU AC
South	R-1 SF RES	HOUSE	0-5 DU AC
East	R-1 SF RES	HOUSE	0-5 DU AC
West	R-1 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 13, 2023, recommends to approve the following zoning relief:

Variation to increase the maximum total size of detached accessory structures from permitted 2,600 sq. ft. to approximately 3,182 sq. ft. (2,894 sq. ft. for existing detached accessory building and 288 sq. ft. for a proposed horse shelter).

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000056 Almedia** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on October 17,

2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to increase the maximum total size of detached accessory structures from permitted 2,600 sq. ft. to approximately 3,182 sq. ft. (2,894 sq. ft. for existing detached accessory building and 288 sq. ft. for a proposed horse shelter).

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000056 Almedia** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Variation to increase the maximum total size of detached accessory structures from permitted 2,600 sq. ft. to approximately 3,182 sq. ft. (2,894 sq. ft. for existing detached accessory building and 288 sq. ft. for a proposed horse shelter), on the property hereinafter described:

THE NORTH 622.00 FEET AS MEASURED ON THE EAST LINE OF THE WEST 280.17 FEET OF THE EAST 298.82 FEET AS MEASURED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; RANDAL AND MALGORZATA ALMEDIA, 29W631 SCHICK ROAD, BARTLETT,

IL 60103; and Township Assessor, Wayne Township, 27W031 North Avenue, West Chicago, IL 60185.

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

12.B. **DC-O-0052-23**

ZONING-23-000057 – Schmidt: To approve the following zoning relief:
Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage). (Lisle/ District 3)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on September 13, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage), on the property hereinafter described:

LOT 23 IN WAYEWOOD OF DUPAGE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1977, AS DOCUMENT NO. R77-7738 AND RE-RECORDED DECEMBER 2, 1977, AS DOCUMENT NO. R77-111373 IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 13, 2023, does find as follows:

FINDINGS OF FACT:

A. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage).

B. That petitioner testified that they originally applied for a "Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,226 sq. ft. (26 sq. ft. existing shed and 1,200 sq. ft. proposed detached garage)," and that at the public hearing, petitioner amended this request to lesser zoning relief (as he removed the existing 26 sq. ft. shed on the subject property) for a "Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage),".

C. That petitioner testified that he has lived at the subject property for approximately seven (7) years.

D. That petitioner testified that no commercial activities would occur on the subject property and that the proposed detached garage would be used for the storage of his vehicles, an ATV, a side-by-side (UTV), a motorcycle, and wooden boat, in addition to household accessory equipment, all of which would be safely stored under cover of the proposed detached garage.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

    a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed detached garage will meet all required setbacks and will not impact or impair the supply of light and air to adjacent properties.

    b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the proposed detached garage and that it will be built pursuant to the current DuPage County building codes.

    c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed detached garage will be an added benefit to the neighborhood and will be built pursuant to the current DuPage County building codes.

    d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed detached garage will meet all required setbacks and will not impact or increase traffic congestion in the public streets and highways.

    e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed detached garage.

    f. Incur additional public expense for flood protection, rescue or relief as petitioner **has**

demonstrated that the County's Stormwater Department has no objections to the proposed detached garage.

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

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER ZONING-23-000057 Schmidt

ZONING REQUEST Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,226 sq. ft. (26 sq. ft. existing shed and 1,200 sq. ft. proposed detached garage).

OWNER RYAN AND MICHELLE SCHMIDT, 8S701 WAYEWOOD LANE, NAPERVILLE, IL 60565

ADDRESS/LOCATION 8S701 WAYEWOOD LANE, NAPERVILLE, IL 60565

PIN 08-27-302-005

TWSP./CTY. BD. DIST. LISLE DISTRICT 3

ZONING/LUP R-2 SF RES 0-5 DU AC

AREA 1 ACRE (43,560 SQ. FT.)

UTILITIES WELL AND SEWER

PUBLICATION DATE Daily Herald: AUGUST 29, 2023

PUBLIC HEARING WEDNESDAY, SEPTEMBER 13, 2023

ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: Our office has no jurisdiction in this matter.

Health: No Objections.

Stormwater: No Objection with the concept of the petition. Additional information may be required at time of permit application.

Public Works: No Objections. "We are the sanitary sewer provider."

EXTERNAL:

City of Naperville: *No Comments Received.*

Village of Lisle: Our office has no jurisdiction in this matter. "Located outside the Village boundary agreement."

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

Lisle Township: *No Comments Received.*

Township Highway: No Objections.

Lisle-Woodridge Fire Dist.: "N/A"

Sch. Dist. 203: *No Comments Received.*

Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS: REQUIRED EXISTINGPROPOSED

Floor Area Ratio: 708 SQ. FT. 26 SQ. FT. 1,226 SQ. FT.

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-2 SF RES	HOUSE	0-5 DU AC
North	R-2 SF RES	HOUSE	0-5 DU AC
South	R-2 SF RES	HOUSE	0-5 DU AC
East	R-2 SF RES	HOUSE	0-5 DU AC
West	WAYNEWOOD LANE AND BEYOND R-2 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 13, 2023, recommends to approve the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage).

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition # **ZONING-23-000057 Schmidt** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That owner/developer is not permitted to operate a business on the subject property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on September 13, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage).

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition # **ZONING-23-000057 Schmidt** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That owner/developer is not permitted to operate a business on the subject property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Conditional Use to increase the total size of detached accessory buildings from permitted 708 sq. ft. to approximately 1,200 sq. ft. (1,200 sq. ft. proposed detached garage), on the property hereinafter described:

LOT 23 IN WAYEWOOD OF DUPAGE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1977, AS DOCUMENT NO. R77-7738 AND RE-RECORDED DECEMBER 2, 1977, AS DOCUMENT NO. R77-111373 IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:
1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition # **ZONING-23-000057 Schmidt** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That owner/developer is not permitted to operate a business on the subject property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted

by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; RYAN AND MICHELLE SCHMIDT, 8S701 WAYEWOOD LANE, NAPERVILLE, IL 60565; and Township Assessor, Lisle Township, 4721 Indiana Avenue, Lisle, IL 60532

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

12.C. **DC-O-0053-23**

ZONING-23-000058 – McCann: To approve the following zoning relief:
Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line. (Milton/District 4)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on September 27, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line, on the property hereinafter described:

LOT 8 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND CO'S VALLEY VIEW UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1957 AS DOCUMENT 833355 AND CERTIFICATE OF CORRECTION FILED OCTOBER 10, 1957 AS DOCUMENT 859356 AND MAY 5, 1958 AS DOCUMENT 878635, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 27, 2023 does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that he and his adjacent neighbor, Steven Taft, both requested the same Variation in order to share a fence on their shared interior side property line and that their neighbor's case number is ZONING-23-000060 Taft.

a. Further, that the Zoning Hearing Officer combined both cases (ZONING-23-000058 McCann and ZONING-23-000060 Taft) to be heard together for the public hearing.

B. That petitioner testified that he requested the subject zoning relief in order to construct a proposed fence on the shared property line, and that due to the existing driveway location, petitioner is not able to meet the required 3" setback.

C. That the Hearing Officer finds that petitioner demonstrated evidence for a practical difficulty and particular hardship as the location of subject property's existing driveway does not allow petitioner to meet the required 3" setback requiring petitioner to request the subject zoning relief to construct a proposed fence on the interior side property line.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.

2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed fence will not impair an adequate supply of light and air to the adjacent properties.

   b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed fence will be built pursuant to all current building codes.

   c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed fence will not diminish the value of land and buildings throughout the County.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed fence will be located behind the front wall of the house and will not unduly increase traffic congestion in the public streets and highways.

   e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed fence will not increase the potential for flood damages to adjacent property.

   f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed fence will not incur additional public expense for flood protection, rescue, or relief.

g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed fence will be built in the rear of the property, will be an added benefit to the area, and will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION
CASE #/PETITIONER **ZONING-23-000058 McCann**
ZONING REQUEST Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line.

OWNER JOSH D. MCCANN & ALEKSANDRA BARAN, 22W531 BALSAM DRIVE, GLEN ELLYN, IL 60137
ADDRESS/LOCATION 22W531 BALSAM DRIVE, GLEN ELLYN, IL 60137
PIN 05-35-112-005
TWSP./CTY. BD. DIST. MILTON DISTRICT 4
ZONING/LUP R-4 SF RES 0-5 DU AC
AREA 0.26 ACRES (11,326 SQ. FT.)
UTILITIES WATER AND SEWER
PUBLICATION DATE Daily Herald: SEPTEMBER 12, 2023
PUBLIC HEARING WEDNESDAY, SEPTEMBER 27, 2023
ADDITIONAL INFORMATION:
Building: No Objections.
DUDOT: Our office has no jurisdiction in this matter.
Health: Our office has no jurisdiction in this matter.
Stormwater: No Objections with the concept of the petition. Additional information may be required at time of permit application.
Public Works: Our office has no jurisdiction in this matter.
EXTERNAL:
City of Wheaton: *No Comments Received.*
Village of Glen Ellyn: *No Comments Received.*
Village of Lisle: Our office has no jurisdiction in this matter. "Subject property is outside of the Village's Boundary Agreement."
Village of Lombard: "As the property is outside of our planning boundaries, we do not have any comments on the petition."
Village of Downers Grove: "The Village of Downers Grove has no comments on this."
Milton Township: *No Comments Received.*
Township Highway: No Objections with the concept of the petition. Additional information may be required at time of permit application.
Lisle-Woodridge Fire Dist.: "N/A"
Sch. Dist. 89: *No Comments Received.*

Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Int. Side Yard:	3"	NA	0"

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	BALSMA DRIVE AND BEYOND	R-4 SF RES HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 27, 2023, recommends to approve the following zoning relief:

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000058 McCann** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on October 17, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000058 McCann** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line, on the property hereinafter described:

LOT 8 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND CO'S VALLEY VIEW UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1957 AS DOCUMENT 833355 AND CERTIFICATE OF CORRECTION FILED OCTOBER 10, 1957 AS DOCUMENT 859356 AND MAY 5, 1958 AS DOCUMENT 878635, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000058 McCann** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; JOSH D. MCCANN & ALEKSANDRA BARAN, 22W531 BALSAM DRIVE, GLEN ELLYN, IL 60137; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

RESULT:	APPROVED
MOVER:	Sam Tornatore

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

12.D. **DC-O-0054-23**

ZONING-23-000060 – Taft: To approve the following zoning relief:
Variation to reduce the interior side setback from 3" to approximately 0" for a proposed fence on the property line. (Milton/District 4)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on September 27, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line, on the property hereinafter described:

LOT 9 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND COMPANY'S VALLEY VIEW UNIT NO. 2, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1957 AS DOCUMENT 833355 AND CERTIFICATE OF CORRECTION RECORED OCTOBER 10, 1957 AD DOCUMENT 859356, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 27, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that he and his adjacent neighbor, Josh McCann, both requested the same Variation in order to share a fence on their shared interior side property line and that their neighbor's case number is ZONING-23-000058 McCann

   a. Further, that the Zoning Hearing Officer combined both cases (ZONING-23-000058 McCann and ZONING-23-000060 Taft) to be heard together for the public hearing.

B. That petitioner testified that he requested the subject zoning relief in order to construct a proposed fence on the shared property line, and that due to the existing driveway location of his adjacent neighbor, the subject fence will be located on the shared property line and that petitioner is required to request the subject zoning relief

to meet the technical requirements of a 3" setback.

C. That the Hearing Officer finds that petitioner demonstrated evidence for a practical difficulty and particular hardship as the location of the adjacent neighbor's driveway and proposed fence on the property line requires petitioner to request the subject zoning relief to construct the proposed fence.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.

2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed fence will not impair an adequate supply of light and air to the adjacent properties.

   b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed fence will be built pursuant to all current building codes.

   c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed fence will not diminish the value of land and buildings throughout the County.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed fence will be located behind the front wall of the house and will not unduly increase traffic congestion in the public streets and highways.

   e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed fence will not increase the potential for flood damages to adjacent property.

   f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed fence will not incur additional public expense for flood protection, rescue, or relief.

   g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed fence will be built in the rear of the property, will be an added benefit to the area, and will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER ZONING-23-000060 Taft

ZONING REQUEST Variation to reduce the interior side setback from 3" to approximately 0" for a proposed fence on the property line.

OWNER STEVEN TAFT, 22W541 BALSAM DRIVE, GLEN ELLYN, IL 60137/ AGENT: JOSH D. MCCANN, 22W531 BALSAM DRIVE, GLEN ELLYN, IL 60137

ADDRESS/LOCATION 22W541 BALSAM DRIVE, GLEN ELLYN, IL 60137

PIN 05-35-112-004

TWSP./CTY. BD. DIST. MILTON DISTRICT 4

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

AREA 0.26 ACRES (11,326 SQ. FT.)

UTILITIES WATER AND SEWER

PUBLICATION DATE Daily Herald: SEPTEMBER 12, 2023

PUBLIC HEARING WEDNESDAY, SEPTEMBER 27, 2023

ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: Our office has no jurisdiction in this matter.

Health: Our office has no jurisdiction in this matter.

Stormwater: No Objections with the concept of the petition. Additional information may be required at time of permit application.

Public Works: Our office has no jurisdiction in this matter.

EXTERNAL:

City of Wheaton: *No Comments Received.*

Village of Glen Ellyn: *No Comments Received.*

Village of Lisle: Our office has no jurisdiction in this matter. "Subject property is outside of the Village's Boundary Agreement."

Village of Lombard: "As the property is outside of our planning boundaries, we have no comments on the petition."

Village of Downers Grove: "The Village of Downers Grove has no comment."

Milton Township: *No Comments Received.*

Township Highway: No Objections with the concept of the petition. Additional information may be required at time of permit application.

Lisle-Woodridge Fire Dist.: "N/A"

Sch. Dist. 89: *No Comments Received.*

Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Int. Side Yard:	3"	NA	0"

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	BALSAM DRIVE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 27, 2023, recommends to approve the following zoning relief:

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000060 Taft** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on October 17, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000060 Taft** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Variation to reduce the interior side setback from 3" to approximately 0", for a proposed fence on the property line, on the property hereinafter described:

LOT 9 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND COMPANY'S VALLEY VIEW UNIT NO. 2, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1957 AS DOCUMENT 833355 AND CERTIFICATE OF CORRECTION RECORED OCTOBER 10, 1957 AD DOCUMENT 859356, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000060 Taft** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; STEVEN TAFT, 22W541 BALSAM DRIVE, GLEN ELLYN, IL 60137/ AGENT: JOSH D. MCCANN, 22W531 BALSAM DRIVE, GLEN ELLYN, IL 60137; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

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

12.E. **DC-O-0055-23**

ZONING-23-000061 – Ruth Lake Country Club: To approve the following zoning relief: Conditional Use to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts. (Downers Grove/ District 3)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on September 27, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional Use to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts, on the property hereinafter described:

PARCEL 1: THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTH 20 ACRES OF THE EAST ½ THEREOF) AND ALSO EXCEPT THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:
A TRACT OF LAND IN THE SOUTHWEST OF ¼ AND IN THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FEDERAL AID ROUTE 102 ILLINOIS 83) WITH THE EXISTING CENTER LINE OF 63RD STREET, SAID POINT BEING AT STATION 517-62.32 ON SAID FEDERAL AID ROUTE 102, THENCE NORTHERLY 462.32 FEET ON THE CENTER LINE OF SAID FEDERAL ROUTE 102, EBING A CURVE CONCAVE EASTERLY WITH A RADIUS OF 63.66.26 FEET TO STATION 513-00; THENCE RADIALLY TO THE EXISTING RIGHT OF WAY LINE AT A POINT 100 FEET EASTERLY OF THE CENTER LINE OF SAID FEDERAL AID ROUTE 102; THENCE SOUTHERLY 295.47 FEET ON A STRAIGHT LINE TO A POINT 120 FEET RADIALLY DISTANT EASTERLY OF STATION 516-00;
THENCE SOUTHEASTERLY 107.49 FEET TO A POINT 80 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET: THENCE EASTERLY 250 FEET PARALLEL WITH THE CENTER LINE OF SAID 83RD STREET; THENCE SOUTHEASTERLY 152.97 FEET TO A POINT 50 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET; THENCE EASTERLY 1076 FEET PARALLEL WITH SAID CENTER LINE. TO GRANTOR'S EAST PROPERTY LINE: THENCE SOUTHERLY 50 FEET TO SAID CENTER LINE; THENCE WESTERLY ON SAID CENTER LINE TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.
PARCEL 2: THE EAST ½ OF THE EAST ½ OF THE EAST 1/4 OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300 FEET THEREOF) AND ALSO EXCEPT THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:
A TRACT OF LAND IN THE SOUTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FEDERAL AID ROUTE 1 0 2 (ILLINOIS 83) WITH THE EXISTING CENTER LINE OF 63RD STREET, SAID POINT BEING AT STATION 517 -62.32 ON SAID FEDERAL AID ROUTE 102: THENCE NORTHERLY 462.32 FEET ON THE CENTER LINE OF SAID FEDERAL AID ROUTE 102, BEING A CURVE CONCAVE EASTERLY WITH A RADIUS OF 6366.26 FEET TO STATION 513-00; THENCE RADIALLY TO THE EXISTING RIGHT OF WAY LINE AT A POINT 100 FEET EASTERLY OF THE CENTER LINE DF SAID FEDERAL AID ROUTE 102; THENCE SOUTHERLY 295.47 FEET ON A STRAIGHT LINE TO A POINT 120 FEET RADIALLY DISTANT EASTERLY OF STATION 516.00; THENCE SOUTHEASTERLY 107.49 FEET TO A LINE 80 FEET NORMALLY DISTANT NORTHERLY

FROM THE CENTER LINE OF SAID 63RD STREET; THENCE EASTERLY 250 FEET PARALLEL WITH THE CENTER LINE OF SAID 63RD STREET; THENCE SOUTHEASTERLY 152.97 FEET TO A POINT 50 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET; THENCE EASTERLY 1075 FEET PARALLEL WITH SAID CENTER LINE TO GRANTOR'S EAST PROPERTY LINE: THENCE SOUTHERLY 50 FEET TO SAID CENTER LINE; THENCE WESTERLY ON SAID CENTER LINE, TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 27, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that he requested the subject zoning relief to add two (2) recreational pickleball courts to the Ruth Lake Country Club.

B. That petitioner originally applied for a Variation for the proposed zoning relief, and that this request was converted to a Conditional Use, as a Conditional Use is lesser zoning relief than a Variation and that conditions can therefore be placed on the proposed pickleball courts in order to mitigate any impacts on adjacent properties.

C. That petitioner testified that the only location to place the proposed pickleball courts is in the proposed location, approximately 18' from the front yard property line on Madison Street, due to the existing parking lot, existing monument/entrance sign, and existing trees.

D. That petitioner testified that the proposed pickleball courts will not be illuminated and that they will be screened with existing and proposed trees.

E. That petitioner testified that there will not be an increase in traffic, as the same people that currently use the country club will utilize the pickleball courts.

   a. Further, that petitioner testified that the Country Club has a limited membership of 475 families.

F. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed pickleball courts will not impact or impair the supply of light and air to adjacent properties.

b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the proposed pickleball courts and that it will be built pursuant to the current DuPage County building codes.

c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed pickleball courts will be an added benefit to the neighborhood and will be built pursuant to the current DuPage County building codes.

d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed pickleball courts will be screened from the roadways and will not impact or increase traffic congestion in the public streets and highways.

e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed pickleball courts.

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed pickleball courts.

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

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION
CASE #/PETITIONERZONING-23-000061 Ruth Lake Country Club
ZONING REQUEST Variation to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts.

OWNER RUTH LAKE COUNTRY CLUB, 6200 S. MADISON STREET, HINSDALE, IL 60521/ AGENT: MICHAEL MOORE, MANHARD CONSULTING, LTD., 700 SPRING DRIVE, LOMBARD, IL 60148
ADDRESS/LOCATION 6200 S. MADISON STREET, HINSDALE, IL 60521
PIN 09-14-400-002/ 09-14-301-001/ 09-14-400-001
TWSP./CTY. BD. DIST. DOWNERS GROVE DISTRICT 3
ZONING/LUP R-4 SF RES OPEN SPACE
AREA 153 ACRES (6,664,680 SQ. FT.)
UTILITIES WATER AND SEWER
PUBLICATION DATE Daily Herald: SEPTEMBER 12, 2023
PUBLIC HEARING WEDNESDAY, SEPTEMBER 27, 2023
ADDITIONAL INFORMATION:
Building: No Objections.
DUDOT: No Objections.
Health: Our office has no jurisdiction in this matter.

Stormwater: No Objections with the concept of the petition. Additional information may be required at time of permit application.
Public Works: Our office has no jurisdiction in this matter.
EXTERNAL:
Village of Burr Ridge: See attached documentation.
Village of Hinsdale: *No Comments Received.*
Village of Clarendon Hills: *No Comments Received.*
Village of Westmont: *No Comments Received.*
Village of Willowbrook: *No Comments Received.*
City of Darien: No Objections.
Downers Grove Township: *No Comments Received.*
Township Highway: No Objections with the concept of the petition. Additional information may be required at time of permit application.
Tri-State Fire Dist.: No Objections.
Sch. Dist. 62: *No Comments Received.*
Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Front Yard:	30'	NA	APPROX. 18'

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-4 SF RES	COUNTRY CLUB	OPEN SPACE
North	R-4 SF RES	SF RES	0-5 DU AC
South	R-5 SF RES	ATTACHED SF RES	5-15 DU AC
East	VILLAGE OF BURR RIDGE	SF RES	VILLAGE OF BURR RIDGE
West	ROUTE 83 AND BEYOND VILLAGE OF WILLOWBROOK	COMMERCIAL	VILLAGE OF WILLOWBROOK

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 27, 2023, recommends to approve the following zoning relief:

Conditional Use to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000061 Ruth Lake Country Club** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the

following circumstances, whichever shall come first:

a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That the proposed pickleball courts shall not be illuminated.

5. That petitioner maintains the existing landscaping around the perimeter of the subject property.
6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on October 17, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000061 Ruth Lake Country Club** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That the proposed pickleball courts shall not be illuminated.

5. That petitioner maintains the existing landscaping around the perimeter of the subject property.
6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Conditional Use to reduce the front yard setback from 30' to approximately 18' for the construction of two recreational pickleball courts, on the property hereinafter described:

PARCEL 1: THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTH 20 ACRES OF THE EAST ½ THEREOF) AND ALSO EXCEPT THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:
A TRACT OF LAND IN THE SOUTHWEST OF ¼ AND IN THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FEDERAL AID ROUTE 102 ILLINOIS 83) WITH THE EXISTING CENTER LINE OF 63RD STREET, SAID POINT BEING AT STATION 517-62.32 ON SAID FEDERAL AID ROUTE 102, THENCE NORTHERLY 462.32 FEET ON THE CENTER LINE OF SAID FEDERAL ROUTE 102, EBING A CURVE CONCAVE EASTERLY WITH A RADIUS OF 63.66.26 FEET TO STATION 513-00; THENCE RADIALLY TO THE EXISTING RIGHT OF WAY LINE AT A POINT 100 FEET EASTERLY OF THE CENTER LINE OF SAID FEDERAL AID ROUTE 102; THENCE SOUTHERLY 295.47 FEET ON A STRAIGHT LINE TO A POINT 120 FEET RADIALLY DISTANT EASTERLY OF STATION 516-00;
THENCE SOUTHEASTERLY 107.49 FEET TO A POINT 80 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET: THENCE EASTERLY 250 FEET PARALLEL WITH THE CENTER LINE OF SAID 83RD STREET; THENCE SOUTHEASTERLY 152.97 FEET TO A POINT 50 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET; THENCE EASTERLY 1076 FEET PARALLEL WITH SAID CENTER LINE. TO GRANTOR'S EAST PROPERTY LINE: THENCE SOUTHERLY 50 FEET TO SAID CENTER LINE; THENCE WESTERLY ON SAID CENTER LINE TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.
PARCEL 2: THE EAST ½ OF THE EAST ½ OF THE EAST 1/4 OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300 FEET THEREOF) AND ALSO EXCEPT THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:
A TRACT OF LAND IN THE SOUTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FEDERAL AID ROUTE 1 0 2 (ILLINOIS 83) WITH THE EXISTING CENTER LINE OF 63RD STREET, SAID POINT BEING AT STATION 517 -62.32 ON SAID FEDERAL AID ROUTE 102: THENCE NORTHERLY 462.32 FEET ON THE CENTER LINE OF SAID FEDERAL AID ROUTE 102, BEING A CURVE CONCAVE EASTERLY WITH A RADIUS OF 6366.26 FEET TO STATION 513-00; THENCE RADIALLY TO THE EXISTING RIGHT OF WAY LINE AT A POINT 100 FEET EASTERLY OF THE CENTER LINE DF SAID FEDERAL AID ROUTE 102; THENCE SOUTHERLY 295.47 FEET ON A STRAIGHT LINE TO A POINT 120 FEET RADIALLY DISTANT EASTERLY OF STATION 516.00; THENCE SOUTHEASTERLY 107.49 FEET TO A LINE 80 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET; THENCE EASTERLY 250 FEET PARALLEL WITH THE CENTER LINE OF SAID 63RD STREET; THENCE SOUTHEASTERLY 152.97 FEET TO A POINT 50 FEET NORMALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 63RD STREET; THENCE EASTERLY 1075 FEET PARALLEL WITH SAID CENTER LINE TO GRANTOR'S EAST PROPERTY LINE: THENCE SOUTHERLY 50 FEET TO SAID CENTER LINE; THENCE WESTERLY ON SAID CENTER LINE, TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000061 Ruth Lake Country Club** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The structure is voluntarily removed.
3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That the proposed pickleball courts shall not be illuminated.

5. That petitioner maintains the existing landscaping around the perimeter of the subject property.
6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; RUTH LAKE COUNTRY CLUB, 6200 S. MADISON STREET, HINSDALE, IL 60521/ AGENT: MICHAEL MOORE, MANHARD CONSULTING, LTD., 700 SPRING DRIVE, LOMBARD, IL 60148; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

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

12.F. **DC-O-0056-23**

ZONING-23-000064 – Szul: To approve the following zoning relief:
Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet. (Wayne/ District 6)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on September 13, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet, on the property hereinafter described:

OF LOT 11 IN BLOCK 4 IN BRANIGAR'S LAKEWOOD, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH-WEST QUARTER OF SECTION 27, AND PART OF THE EAST HALF OF THE NORHTWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1952 AS DOCUMENT 687966, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 13, 2023 does find as follows:

FINDINGS OF FACT:

A. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet.

B. That petitioner testified that they require a home generator to protect their property, as their sump pump has failed multiple times due to power outages.

C. That petitioner testified that the only location to place the proposed generator is approximately 6 feet from the interior side property line, which is in line with the existing A/C condenser.

   a. Furthermore, that petitioner testified that they attempted to place the generator in the rear of the subject property, however due to the close proximity of the subject home's windows, a generator could not be located on that side of the house.

D. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet, as the only location to place the proposed generator is on the side of the subject home, approximately 6 feet from the interior side property line.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.

2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed generator will not impair an adequate supply of light and air to the adjacent properties.

   b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed generator will not increase in the hazard from fire or other dangers and that they will receive a building permit for the proposed generator.

   c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed generator will not diminish the value of land and buildings throughout the County and is an added benefit to the neighborhood.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed generator will be located behind the front wall of the subject house and therefore will not impact traffic.

   e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed generator will not increase the potential for flood damages to adjacent properties.

   f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed generator will not incur additional public expense for flood protection, rescue, or relief.

   g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed generator will be an added benefit to the neighborhood, and will impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER **ZONING-23-000064 Szul**

ZONING REQUEST Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet.

OWNER DALE AND MARY SZUL, 3N188 TIMBERLINE DRIVE, WEST CHICAGO, IL 60185

ADDRESS/LOCATION 3N188 TIMBERLINE DRIVE, WEST CHICAGO, IL 60185

PIN 01-27-303-023

TWSP./CTY. BD. DIST. WAYNE DISTRICT 6
ZONING/LUP R-3 SF RES 0-5 DU AC
AREA 0.73 ACRES (31,799 SQ. FT.)
UTILITIES WELL AND SEPTIC
PUBLICATION DATE Daily Herald: AUGUST 29, 2023
PUBLIC HEARING WEDNESDAY, SEPTEMBER 13, 2023
ADDITIONAL INFORMATION:
Building: No Objections.
DUDOT: Our office has no jurisdiction in this matter.
Health: No Objections.
Stormwater: No Objections with the concept of the petition. Additional information may be required at time of permit application.
Public Works: Our office has no jurisdiction in this matter.
EXTERNAL:
City of West Chicago: *No Comments Received.*
Village of Wayne: *No Comments Received.*
Village of Carol Stream: "No Comments"
Wayne Township: *No Comments Received.*
Township Highway: *No Comments Received.*
West Chicago Fire Dist.: *No Comments Received.*
Sch. Dist. 33: *No Comments Received.*
Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Int. Side Yard:	9 FT	NA	6 FT

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-3 SF RES	HOUSE	0-5 DU AC
North	R-3 SF RES	HOUSE	0-5 DU AC
South	R-3 SF RES	HOUSE	0-5 DU AC
East	TIMBERLINE DRIVE AND BEYOND R-3 SF RES	HOUSE	0-5 DU AC
West	R-3 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 13, 2023, recommends to approve the following zoning relief:

Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000064 Szul** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on October 17, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000064 Szul** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Variation to reduce the interior side setback for a new generator from 9 feet to approximately 6 feet, on the property hereinafter described:

OF LOT 11 IN BLOCK 4 IN BRANIGAR'S LAKEWOOD, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH-WEST QUARTER OF SECTION 27, AND PART OF THE EAST HALF OF THE NORHTWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1952 AS DOCUMENT 687966, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part

of Zoning Petition **#ZONING-23-000064 Szul** dated September 13, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; DALE AND MARY SZUL, 3N188 TIMBERLINE DRIVE, WEST CHICAGO, IL 60185; and Township Assessor, Wayne Township, 27W031 North Avenue, West Chicago, IL 60185.

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

13. ECONOMIC DEVELOPMENT - LAPLANTE

Committee Update

14. ENVIRONMENTAL - RUTLEDGE

Committee Update

15. HUMAN SERVICES - SCHWARZE

Committee Update

15.A. **HS-R-0062-23**

Approval of issuance of payments by DuPage County to energy assistance providers through the Low Income Home Energy Assistance Program (LIHEAP) HHS Grant FY23 Inter-Governmental Agreement No. 23-224028 in the amount of $367,086. (Community Services)

WHEREAS, the County of DuPage receives grant funds and administers the

Low-Income Home Energy Assistance Program HHS Grant FY23, Inter-Governmental Agreement No. 23-224028, Company 5000 Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program HHS Grant FY23, Inter-Governmental Agreement No. 23-224028 has been increased by $367,086 (THREE HUNDRED SIXTY-SEVEN THOUSAND, EIGHTY- SIX AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the LIHEAP Program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the LIHEAP Energy Assistance HHS Grant FY2 No. 23-224028, for the period October 1, 2022 through June 30, 2024 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program HHS Grant FY23, Inter-Governmental Agreement No. 23-224028, Company 5000 Accounting Unit 1420, for the period October 1, 2022 through June 30, 2024, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of $3,197,512 (THREE MILLION, ONE HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED TWELVE AND NO/100 DOLLARS).

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

15.B. **HS-R-0063-23**

Approval of issuance of payments by DuPage County to energy assistance providers through the Low Income Home Energy Assistance Program State Grant PY24 Inter-Governmental Agreement No. 24-254028 in the amount of $4,643,841. (Community Services)

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental

Agreement No. 24-254028, Company 5000 - Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental Agreement No. 24-254028 is $4,643,841 (FOUR MILLION, SIX HUNDRED FORTY-THREE THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount ai the energy assistance provider to be paid; and

WHEREAS, all payments made for the program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance Program State Grant PY24, Inter-Governmental Agreement No. 24-254028, for the period July 1, 2023 through August 31, 2024 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program S Grant PY24, Inter-Governmental Agreement No. 24-254028, Company 5000 - Accountin 1495, for the period July 1, 2023 through August 31, 2024, for Community Services/LIHE be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of $4,643,841 (FOUR MILLION, SIX HUNDRED FORTY-THREE THOUSAND, EIGHT HUNDRED FORTY-ONE AND NC DOLLARS)

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

15.C. **HS-R-0064-23**
DuPage Care Center Rate Increase

WHEREAS the cost per person for care and services to residents at the DuPage Care Center has increased since the rates were last adjusted by Resolution HHS-R-0405-22 approved October 11, 2022, and

WHEREAS it is necessary that the charges per person for care and select services be changed to offset the costs for such care and services and be in conjunction with the increased Medicaid Rate.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that, effective December 1, 2023, the charges per patient day at the DuPage Care Center will be changed from $359.00 per day to $450.00 per day for Standard Custodial Care and from $388.00 per day to $468.00 per day for Alzheimer's Special Care and from $617.00 per day to $642.00 per day for Post-Acute Care.

BE IT FURTHER RESOLVED by the DuPage County Board that for the Private Pay residents residing at the DuPage Care Center as of November 30, 2023, the above rates will be contractually adjusted to only reflect a 4% increase of rates as per Resolution HHS-R-0405-22 approved October 11, 2022.

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

15.D. **HS-P-0072-23**

Awarding resolution issued to Chicago United Industries, LTD., to furnish, deliver and install Energy Star Appliances, for the Weatherization Program, for Community Services, for the period of October 29, 2023 through October 28, 2024, for a contract total of $67,367, per bid #22-065-CS, first option to renew.

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 purchase order to furnish, deliver, and install Energy Star appliances for Community Services, for the period October 29, 2023 through October 28, 2024, under the FY22 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to furnish, deliver, and install Energy Star appliances, for the period October 29, 2023 through October 28, 2024, for Community Services, under the FY23 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Chicago United Industries, Ltd., Attn: Nick Massarella, 505 N Lake Shore Dr Suite 205 Chicago, Illinois 60611, for a contract total amount not to exceed $67,367.00, per renewal option under bid award bid #22-065-CS, first option to renew.

RESULT:	APPROVED

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

15.E. **HS-P-0073-23**

Recommendation for the approval of a contract purchase order to Medline Industries, Inc.,for replacement mattresses, for the DuPage Care Center, for the period October 25, 2023 through October 24, 2024, for a contract total not to exceed $49,060. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for replacement mattresses; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners, the County of DuPage will contract with Medline Industries, Inc.; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., for replacement mattresses, for the period of October 25, 2023 through October 24, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering for replacement mattresses, for the period of October 25, 2023 through October 24, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed $49,060.00, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

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

15.F. **HS-P-0074-23**

Recommendation for the approval of a contract to Pulmonary Exchange, Ltd., for the rental of respiratory care equipment, for the DuPage Care Center, for the period November 20, 2023 through November 19, 2024, for a total contract not to exceed $45,000. Per bid renewal #21-072-CARE, second of three, one-year optional renewals.

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

15.G. **HS-P-0075-23**

Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver paper products (restroom tissue, paper towels and facial tissue, Group 2), as needed for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for an amount not to exceed $87,000. Per bid renewal #22-112-FM, first of three one-year optional renewals.

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Valdes Supply, to furnish and deliver paper products (restroom tissue, paper towels and facial tissue, Group 2), as needed, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Valdes Supply, to furnish and deliver paper products (restroom tissue, paper towels and facial tissue, Group 2), as needed, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under Bid Renewal #22-112-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Valdes Supply, 667 Chaddwick Drive, Wheeling, Illinois 60090, for a contract total amount of $87,000.00.

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

15.H. **HS-P-0076-23**

Awarding Resolution issued to Comfort 1st Insulation and Energy Solutions, Inc., to provide architectural weatherization labor and materials for the PY23/24 Weatherization Program Grant, for the period of October 30, 2023 through November 30, 2024, $265,567. (Community Services)

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

WHEREAS, Contractor and COUNTY have agreed on terms for the first of a maximum of three renewals to agreement; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide architectural weatherization labor and materials for Community Services, for the period October 30, 2023 through November 30, 2024, under the PY23/PY24 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide architectural weatherization labor and materials, for the period October 30, 2023 through November 30, 2024, for Community Services, under the PY23/24 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Comfort 1st Insulation & Energy Solutions, Inc., Attn: Michael Callahan, 612 Harrison Avenue, Rockford, Illinois 61104, for a contract total not to exceed $265,567.

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

15.I. **HS-P-0077-23**

Awarding Resolution issued to Nortek Environmental, Inc., to provide mechanical (HVAC) weatherization labor and materials for the PY23/24 Weatherization Program Grant, for the period of October 30, 2023 through November 30, 2024, $663,919. (Community Services)

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

WHEREAS, Contractor and COUNTY have agreed on terms for the first of a maximum of three renewals to agreement; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide mechanical (HVAC) weatherization labor and materials for Community Services, for the period October 30,

2023 through November 30, 2024 under the PY23/24 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide mechanical (HVAC) weatherization labor and materials, for the period October 30, 2023 through November 30, 2024, for Community Services, under the PY23/24 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Nortek Environmental, Inc., Attn: Lisa Latimer, 600 Industrial Drive, Naperville, Illinois 60563, for a contract total not to exceed $663,919.

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

15.J. **HS-P-0078-23**

Awarding Resolution issued to Arcos Environmental Services, Inc., to provide architectural weatherization labor and materials for the PY23/24 Weatherization Program Grant, for the period of October 30, 2023 through November 30, 2024, $265,567. (Community Services)

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

WHEREAS, Contractor and COUNTY have agreed on terms for the first of a maximum of three renewals to agreement; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide architectural weatherization labor and materials for Community Services, for the period October 30, 2023 through November 30, 2024, under the PY23/PY24 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide architectural weatherization labor and materials, for the period October 30, 2023 through November 30, 2024, for Community Services, under the PY23/24 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Arcos Environmental Services, Inc., Attn: Aaron Villegas, 18500 Spring Creek Dr., Tinley Park, Illinois 60477, for a contract total not to exceed $265,567.

RESULT:	APPROVED
MOVER:	Greg Schwarze

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

15.K. **HS-P-0079-23**

Awarding Resolution issued to Healthy Air Heating & Air, Inc.,to provide architectural weatherization labor and materials for the PY23/24 Weatherization Program Grant, for the period of October 30, 2023 through November 30, 2024, $265,567. (Community Services)

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

WHEREAS, Contractor and COUNTY have agreed on terms for the first of a maximum of three renewals to agreement; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide architectural weatherization labor and materials for Community Services, for the period October 30, 2023 through November 30, 2024, under the PY23/PY24 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide architectural weatherization labor and materials, for the period October 30, 2023 through November 30, 2024, for Community Services, under the PY23/24 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Healthy Air Heating & Air, Inc., Attn: Piotr Blaszczyk, 124 N. Bloomingdale Road, Bloomingdale, Illinois 60108, for a contract total not to exceed $265,567.

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

15.L. **HS-P-0080-23**

Awarding Resolution issued to Healthy Air Heating & Air, Inc.,to provide mechanical (HVAC) weatherization labor and materials for the PY23/24 Weatherization Program Grant, for the period of October 30, 2023 through November 30, 2024, $663,919. (Community Services)

WHEREAS, proposals have been taken and processed in accordance with County

Board policy; and

WHEREAS, Contractor and COUNTY have agreed on terms for the first of a maximum of three renewals to agreement; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide mechanical (HVAC) weatherization labor and materials for Community Services, for the period October 30, 2023 through November 30, 2024, under the PY23/24 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide mechanical (HVAC) weatherization labor and materials, for the period October 30, 2023 through November 30, 2024, for Community Services, under the PY23/24 Weatherization Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Healthy Air Heating & Air, Inc., Attn: Piotr Blaszczyk, 124 N. Bloomingdale Road, Bloomingdale, Illinois 60108, for a contract total not to exceed $663,919.

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

16. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

17. LEGISLATIVE - DESART

Committee Update

18. PUBLIC WORKS - GARCIA

Committee Update

18.A. **FM-R-0005-23**

Rescind resolution FM-P-0081-23 for the approval of a contract to United Door & Dock LLC, to provide preventative maintenance, service, and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for a total contract amount not to exceed $209,000, lowest responsible bid #23-091-FM. ($140,000 for Facilities Management, $30,000 for the Division of Transportation and $39,000 for Public Works)

WHEREAS, on September 26, 2023, the DuPage County Board approved

FM-P-0081-23 for a contract purchase order to United Door & Dock LLC, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for Facilities Management; and

WHEREAS, the awarded vendor is unable to meet all the qualifications on the original bid #23-091-FM.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that Resolution FM-P-0081-23, dated September 26, 2023, shall be and hereby is repealed and rescinded in its entirety effective immediately.

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

18.B. **FM-P-0084-23**

Recommendation for the approval of a contract to Builders Chicago Corporation, to provide preventative maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for a total contract amount not to exceed $209,000, per lowest responsible bid #23-091-FM. ($140,000 for Facilities Management, $30,000 for the Division of Transportation and $39,000 for Public Works)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Builders Chicago Corporation, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Builders Chicago Corporation, 93 Martin Lane, Elk Grove Village, IL 60007, for a total contract amount not to exceed $209,000. ($140,000

for Facilities Management, $30,000 for the Division of Transportation, and $39,000 for Public Works)

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

18.C. **FM-P-0085-23**

Recommendation for the approval of a contract to GenServe LLC, for semi-annual inspection, preventative maintenance, and emergency call out service for campus backup emergency generators, for the two-year period of November 1, 2023 through October 31, 2025, for a contract total amount not to exceed $135,912; per lowest responsible bid #23-099-FM. ($96,000 for Facilities Management, $5,000 for Animal Services, $10,000 for the Division of Transportation, $9,912 for Stormwater, and $15,000 for ETSB)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to GenServe LLC, for semi-annual inspection, preventative maintenance, and emergency call-out services for campus emergency generators, for the two-year period November 1, 2023, through October 31, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for semi-annual inspection, preventative maintenance, and emergency call-out services for campus emergency generators, for the two-year period of November 1, 2023 through October 31, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to, GenServe LLC, 444 Randy Road, Carol Stream, IL 60188, for a total contract amount not to exceed $135,912, per lowest responsible bid #23-099-FM. ($96,000 for Facilities Management, $5,000 for Animal Services, $10,000 for the Division of Transportation, $9,912 for Stormwater, and $15,000 for ETSB).

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

19. STORMWATER - ZAY

Committee Update

20. STRATEGIC PLANNING - COVERT

Committee Update

21. TECHNOLOGY - YOO

Committee Update

21.A. **TE-P-0067-23**

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for ERP software maintenance and support, for Information Technology. This contract covers the period of November 13, 2023 through November 12, 2024, for a contract total amount of $203,506.51. Exempt from bidding per DuPage County Purchasing Ordinance, Article 2-347(5) - Sole Source. This is proprietary software that must be maintained by the vendor, Infor (US) Inc.

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Infor (US) Inc., for annual ERP software maintenance and support, for the period of November 13, 2023 through November 12, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual ERP software maintenance and support, for the period of November 13, 2023 through November 12, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Infor (US) Inc., NW 7418, PO Box 1450, Minneapolis, MN 55485-7418, for a contract total amount not to exceed $ 203,506.51. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is proprietary software that must be maintained by the vendor, Infor (US) Inc.)

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Patty Gustin

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

21.B. **TE-P-0068-23**

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County. This contract covers the period of November 10, 2023 through November 9, 2024, for Information Technology, for a contract total of $142,076.84. Contract pricing pursuant to the National Joint Powers Alliance / Sourcewell Contract #081419-SHI cooperative purchasing agreement, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act". The Forest Preserve will be charged back for their portion of this purchase.

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County; and

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

WHEREAS the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of November 10, 2023 through November 9, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of November 10, 2023 through November 9, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed $142,076.84, per contract pursuant to the National Joint Powers Alliance / Sourcewell Contract #081419-SHI.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Liz Chaplin

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

21.C. **TE-P-0069-23**

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology. This contract covers the period of December 1, 2023 through November 30, 2024, for a contract total amount of $81,043.79. Exempt from bidding per 55 ILCS 5/5-1022(c) "Competitive Bids" not suitable for competitive bids - Sole Source. This is a proprietary system.

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2023 through November 30, 2024 , for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2023 through November 30, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337, for a contract total amount not to exceed $ 81,043.79. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is a proprietary system.)

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Paula Garcia

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

22. TRANSPORTATION - OZOG

Committee Update

22.A. **DT-R-0086-23**

Intergovernmental Agreement between the County of DuPage and the City of Warrenville, to resurface Warrenville Road, between River Road and the bridge carrying Warrenville Road over the West Branch of the DuPage River; estimated County cost $22,500.

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

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

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

WHEREAS, the CITY will be extending the underground watermain along the north side of CH3/Warrenville Road, from Batavia Road to the bridge carrying Warrenville Road over the West Branch of the DuPage River (hereinafter "Warrenville Road Bridge"), and resurfacing Batavia Road from Warrenville Road to IL 56/Butterfield Road (hereinafter referred to as the "PROJECT"). This PROJECT will also include resurfacing a portion of CH3/Warrenville Road from CH1/River Road to the Warrenville Road Bridge(hereinafter referred to as the "WORK"); and

WHEREAS, the CITY has asked the COUNTY to reimburse the cost for the WORK; and

WHEREAS, the CITY and the COUNTY desire to cooperate in the construction of the PROJECT and the WORK because of the benefit to the residents of DuPage County, the City, and the Public; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights and responsibilities of the COUNTY and the CITY related to the PROJECT and the WORK; and

WHEREAS, the Agreement must be executed before the PROJECT and the WORK may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage

County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement between the COUNTY and the CITY; and

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

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

22.B. **DT-R-0087-23**

Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority to establish their respective responsibilities toward the York Road reconstruction from Gateway Drive to Devon Avenue (Estimated County cost $24,793,250).

WHEREAS, the County of DuPage (hereinafter "COUNTY"), and the Illinois State Toll Highway Authority (hereinafter referred to as "TOLLWAY"), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and Article VII, Section 10, of the 1970 Constitution of the State of Illinois which encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.,* is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY, as set forth in the Counties Code, 55 ILCS 5/5-101, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the TOLLWAY intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project; and

WHEREAS, the EOWA project includes the resurfacing of York Road from south of South Thorndale Avenue to south of Supreme Drive ("ORIGINAL YORK ROAD SCOPE"). Other EOWA project improvements along or adjacent to York Road include the reconstruction of Supreme Drive from Thomas Drive to York Road, improvements along South Thorndale Avenue from York Road to Sievert Court, the installation of black coated traffic signals at the intersection of South Thorndale Avenue and York Road and at the intersection of Ramp Q5 and York Road, EVP at South

Thorndale Avenue and York Road, and guardrail/barrier along York Road from south of South Thorndale Avenue to south of Supreme Drive, and improvements along York Road ("ORIGINAL EOWA SCOPE"); and

WHEREAS, the COUNTY requested that the TOLLWAY expand the ORIGINAL YORK ROAD SCOPE to include the reconstruction of York Road from Gateway Road to Devon Avenue (excluding the York Road dry-land bridge over the Willow Creek Floodplain and the York Road at-grade railroad crossing with Progressive Rail south of South Thorndale Avenue), and also include (i) construction of a shared use path on the west side of York Road from Gateway Road to South Thorndale Avenue in the Village of Bensenville and from Pan Am Boulevard to Devon Avenue in Elk Grove Village, (ii) traffic signal modernization at the intersection of Foster Avenue and York Road,

(iii) LED illuminated signage at the South Thorndale Avenue and York Road and proposed O'Hare Airport egress ramp ("Ramp Q5") and York Road intersections, (iv) transitional lighting, and (v) minor deck and guardrail repairs on the dry-land bridge over the Willow Creek Floodplain. The above-listed expansion items are collectively referred to as "COUNTY REQUESTED IMPROVEMENTS, and both parties desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding, maintenance and jurisdiction of the project;" and

WHEREAS, a cooperative intergovernmental agreement is appropriate and must be executed before construction of the project can begin; and

WHEREAS, the DuPage County Board finds it is appropriate to authorize the Chair of the DuPage County Board to execute an Intergovernmental Agreement, substantially the same as the agreement in Exhibit A, between the COUNTY and the TOLLWAY establishing both parties' responsibilities.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board authorizes the Chair of the DuPage County Board to execute an Intergovernmental Agreement, substantially the same as the agreement in Exhibit A, between the COUNTY and the TOLLWAY establishing both parties' responsibilities, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED those two (2) original copies of this Resolution and Intergovernmental Agreement be sent to the TOLLWAY, by and through the Division of Transportation.

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

22.C. **DT-R-0088-23**

Memorandum of Understanding between the County of DuPage and the Illinois State Toll Highway Authority for a study for a multi-use path connecting the Great Western Trail and the Illinois Prairie Path, along I-355.

WHEREAS, the County of DuPage ("COUNTY"), in order to provide improved non-motorized mobility and accessibility within the County, proposes to construct a segment of the East Branch DuPage River Trail ("TRAIL"), connecting the Great Western Trail to the Illinois Prairie Path, Section No. 19-00002-07-BT ("STUDY") and;

WHEREAS, a cooperative Memorandum of Understanding is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*; and

WHEREAS, the COUNTY and the Illinois State Toll Highway Authority, hereafter referred to as ("TOLLWAY"), by this Memorandum of Understanding establish their respective responsibilities toward the STUDY as proposed; and

WHEREAS, the Memorandum of Understanding must be executed before the STUDY can begin.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Memorandum of Understanding with the TOLLWAY; and

BE IT FURTHER RESOLVED that one (1) original copy of this resolution and the Memorandum of Understanding be sent to the TOLLWAY, by and through the Division of Transportation.

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

22.D. **DT-R-0089-23**

Settlement Agreement between the County of DuPage, Wilshire Tower SPE, LLC and the Village of Bloomingdale for the improvement and transfer of maintenance of an online stormwater and compensatory floodplain storage system as a result of prior improvements by the County of DuPage along Army Trail Road.

WHEREAS, the County of DuPage (County) previously undertook engineering and construction of improvements along CH 11/Army Trail Road, from Regency Drive to Swift Road, (Project); and

WHEREAS, as part of the Project, it was necessary to provide stormwater detention and compensatory storage; and

WHEREAS, in 2004 the County filed an eminent domain case, 2004 ED 4, against Wilshire Tower SPE, LLC (Wilshire Tower) wherein the parties to that case entered into an Agreement Concerning Land for a Permanent Easement, document R2005-078970 recorded April 18, 2005, defining the terms related to the non-exclusive permanent easement Wilshire Tower granted to the County for purposes of constructing and operating an online stormwater and compensatory floodplain storage system, and the terms upon which Wilshire Tower would continue to maintain the area of the permanent easement ("Permanent Easement Area") upon completion of the project; and

WHEREAS, maintenance of the Permanent Easement Area was turned over to Wilshire Tower on August 14, 2013; and

WHEREAS, subsequent to construction of the online stormwater and compensatory floodplain storage facility, the controlled release and overland flow weir was impacted by overland flow stormwaters; and

WHEREAS, in 2022, the Village of Bloomingdale sent a letter to Wilshire Tower noting the on-line storage system was not functioning correctly and requested Wilshire Tower take actions to correct the problems; and

WHEREAS, after receipt of the Village letter, Wilshire Tower engaged both the County and the Village to discuss the Village's noted drainage concerns to determine responsibility for corrective actions to restore the stormwater function of the on-line storage system (the Village, Wilshire Tower and County are sometimes referred to as "Parties"); and

WHEREAS, discussions between the Parties concluded that the overflow weir and restrictor at the north end of the property were in need of improvement; and

WHEREAS, Wilshire Tower made a demand to the County for attorney's fees and consulting fees related to the investigation of the Village's noted drainage concerns; and

WHEREAS, the County, Village and Wilshire Tower have denied any and all liability whatsoever; however, notwithstanding their denials, and in order to avoid the expense and risk of litigation, the Parties have agreed to settle and resolve any and all potential claims related to the maintenance of the Permanent Easement Area and/or the design, modeling or construction of anything built on the Permanent Easement Area, with all Parties paying their own attorney's fees. Additionally, going forward, all Parties will pay the cost of their own attorney's fees for any matter related to this Agreement or related to the Permanent Easement Area; and

WHEREAS, it is in the best interest of the County to design, repair, improve, and/or modify the overflow weir and restrictor and to assume maintenance responsibility of the Permanent Easement Area and this Settlement Agreement reflects said responsibilities.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that it is in the best interest of the County for the County to design, repair, improve, and/or modify the overflow weir and restrictor and to assume maintenance responsibility of the Permanent Easement Area, and this Settlement Agreement reflects said responsibilities; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the County, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Settlement Agreement; and

BE IT FURTHER RESOLVED that two (2) duplicate originals of this Resolution and Settlement Agreement be sent to the Village of Bloomingdale and to Wilshire Tower through the Division of Transportation.

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

22.E. **DT-P-0101-23**

Recommendation for the approval of a contract to Priority Products, Inc., to furnish and deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2024, for a contract total not to exceed $35,000; per lowest responsible bid 23-089-DOT.

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Priority Products, Inc., to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2024, is hereby approved for issuance to Priority Products, Inc., 320 North 6th Street, St. Charles, Illinois 60174, for a contract total not to exceed $35,000.00.

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

22.F. **DT-P-0102-23**

Recommendation for the approval of a contract with Monroe Truck Equipment, Inc., to furnish and install two (2) dump bodies on (2) Ford F-550 chassis, for the Division of Transportation, for a contract total not to exceed $66,498. Contract pursuant to the Intergovernmental Cooperation Act (NJPA-Sourcewell # 062222-AEB).

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Joint Powers Association (Sourcewell), the County of DuPage will contract with Monroe Truck Equipment; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Monroe Truck Equipment, to furnish and install two (2) dump bodies on (2) Ford F-550 chassis, as needed for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and install two (2) dump bodies on (2) Ford F-550 chassis for the Division of Transportation is hereby approved for issuance to Monroe Truck Equipment, 1051 West 7th Street, Monroe, Wisconsin 53566, for a contract total not to exceed $66,498.00.

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

22.G. **DT-O-0052-23**

Ordinance declaring the assignment of Easements from the Village of Lisle to the County of DuPage necessary and convenient to the County of DuPage for improvements along CH3/Warrenville Road over East Branch DuPage River Bridge, Section 14-00124-BR.

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) proposes to improve CH 3/Warrenville Road over the East Branch of DuPage River by removing and replacing the existing bridge, Section No. 14-00124-04-BR (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and in the best interest of the COUNTY to acquire two temporary easements and one permanent easement through assignments by the Village of Lisle (hereinafter referred to as VILLAGE) for the PROJECT (*See* Exhibit A and Exhibit B attached hereto); and

WHEREAS, the VILLAGE is empowered to assign its easements to the COUNTY upon a two-thirds vote of the VILLAGE'S Board pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter "TRANSFER ACT"); and

WHEREAS, the COUNTY and the VILLAGE are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee, the COUNTY, must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality; and

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER ORDAINED that the COUNTY hereby declares that "it is necessary or convenient for it to use, occupy or improve" property, specifically the assignment of two temporary easements and one permanent easement, owned by the VILLAGE for the above-referenced PROJECT; and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this Ordinance to the Village of Lisle, by and through the Division of Transportation.

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

22.H. **23-3277**

DT-P-0121D-20 – Amendment to Resolution DT-P-0121C-20, issued to Knight E/A, Inc., for Professional Design Engineering Services for improvements to the bridge carrying Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR, to increase the funding in the amount of $67,650, resulting in an amended contract total amount of $533,471.10, an increase of $14.52% and a cumulative increase of 34.78%.

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-P-0121-20 on April 28, 2020, DT-P-0121A-20 on March 23, 2021 DT-P-0121B-20 on March 8, 2022, and DT-P-0121C-20 on August 9, 2022, which approved a Local Public Agency Engineering Services Agreement between the County of DuPage and Knight E/A, Inc. (hereinafter referred to as CONSULTANT), to provide Professional Design Engineering Services for improvements to CH 3/Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR (hereinafter referred to as the AGREEMENT); and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is $465,821.10; and

WHEREAS, it has been previously determined that additional retaining walls were required to be constructed to minimize property acquisition and allow for adequate space to accommodate necessary drainage improvements as a result of the new bridge and raising the roadway profile; and

WHEREAS, one of the proposed retaining walls will need to be relocated in order to avoid additional right-of-way and best ensure a 2024 construction letting; and

WHEREAS, the redesign of the retaining wall and relocation of a portion of the watermain were not in the original scope of the contract; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of $67,650.00 resulting in an amended contract total amount of $533,471.10.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board adopt this Amendment to Resolution DT-P-0121C-20, issued to Knight E/A, Inc., to increase the contract in the amount of $67,650.00, resulting in an amended contract total amount of $533,471.10, an increase of 14.52%, a cumulative increase of 34.78%; and

BE IT FURTHER RESOLVED, that four (4) original copies of this amending Resolution and AGREEMENT be sent to the STATE and one (1) original copy of this amending Resolution and AGREEMENT be sent to the CONSULTANT, by and through the DuPage County Division of Transportation.

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

22.I. **23-3283**

DT-R-0081A-23 – Amendment to Resolution DT-R-0081-23 for the correction of a scrivener's error in the County cost for the awarding contract to Meade, Inc. for 2024-2025 Traffic Signal and Street Light Maintenance at various intersections within DuPage County, Section 24-TSMTC-04-GM.

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0081-23 on September 26, 2023 awarding a contract to Meade, Inc. for 2024-2025

Traffic Signal and Street Light Maintenance at various intersections within DuPage County, Section 24-TSMTC-04-GM in the amount of $4,985,225.41; and

WHEREAS the County cost for the PROJECT should have read $4,895,225.41.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that Resolution DT-R-0081-23 is hereby amended to reflect a cost of $4,895,225.41.

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

23. OLD BUSINESS

The following members made comment:

Ozog: Locally raised chickens
Schwarze: Recognition of DuPage County Transportation director Chris Snyder
Yoo: Domestic Violence Awareness Month donation drive
Krajewski: Recognition of DuPage County Transportation director Chris Snyder
Garcia: Joint special call meeting of the Transportation and Public Works committees
Gustin: Recognition of DuPage County Transportation director Chris Snyder
Cahill: PACE budget public hearing

24. NEW BUSINESS

The following members made comment:

Eckhoff: Meeting videos, recognition of DuPage County Transportation director Chris Snyder
LaPlante: Ad Hoc Committee for Housing Solutions meeting time

25. EXECUTIVE SESSION

A motion was made by Member Yoo and seconded by Member Garcia that pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2), 120/2 (c) (11), and 120/2 (c) (21), the Board move into Executive Session for the purpose of discussing collective negotiating matters, litigation, and review of Executive Session minutes, at 11:53 AM.

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

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

25.C. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) - Review of Executive Session Minutes

26. MATTERS REFERRED FROM EXECUTIVE SESSION

A motion was made by Member Rutledge and seconded by Member Yoo to adjourn Executive Session into Regular Session at 12:06 a.m. The motion carried on roll call, all "ayes". Members Covert and DeSart were absent.

26.A. **CB-R-0094-23**

Pertaining to the Review of Executive Session Minutes.

WHEREAS, the Illinois Open Meeting Act, 5 ILCS 120/1 *et seq.* ("Act") provides the meeting of the County Board be open to the public except for certain statutorily enumerated types of business which because of a need for confidentiality may be conducted in closed or executive session; and

WHEREAS, Section 2.06(d) of the Act requires public bodies to periodically meet to review minutes of all closed meetings and at such meetings determine and report in an open session that (1) the need for confidentiality still exists as to all or part of those minutes, or (2) that the minutes, or portions thereof, no longer require confidential treatment and are available for public inspection; and

WHEREAS, the County Board has conducted the review required by Section 2.06(d) as to the portions of the following meetings which were closed pursuant to Sections 2(c)(1), (2), (8) and/or (11) of the Act for the purposes of discussing employment matters; collective negotiating matters and/or salary schedules for classes of employees; security procedures; and/or pending, imminent or probable litigation, respectively:

February 8, 2010; August 10, 2010; September 28, 2010; October 12, 2010; October 26, 2010; November 9, 2010; February 22, 2011; April 12, 2011; May 24, 2011; July 26, 2011; October 11, 2011; March 13, 2012; May 8, 2012; July 24, 2012; August 14, 2012; August 28, 2012; September 11, 2012; December 11,2012; February 12, 2013; February 26, 2013; March 12, 2013; April 9, 2013; April 23, 2013; May 14, 2013; May 28, 2013; June 11, 2013; June 25, 2013; August 13, 2013; September 10, 2013; October 8, 2013; November 12, 2013; November 26, 2013; December 10, 2013; February 25, 2014; May 13, 2014; May 27, 2014; June 3, 2014; June 24, 2014; July 8, 2014; October 28, 2014; December 17, 2014; January 13, 2015; February 10, 2015; March 24, 2015; June 9, 2015; June 23, 2015; October 13, 2015; January 26, 2016; March 8, 2016;

April 26, 2016; May 10, 2016; June 28, 2016; July 12, 2016, October 25, 2016; November 8, 2016; January 24, 2017; March 14, 2017; March 28, 2017; July 18, 2017; August 22, 2017; September 12, 2017; October 24, 2017; January 23,2018; February 13, 2018; February 27, 2018; March 13, 2018; May 8, 2018; August 14, 2018; October 23, 2018; November 13, 2018; March 12, 2019; March 26, 2019; April 23, 2019; May 14, 2019; September 10, 2019; November 12, 2019; January 14, 2020; February 11, 2020; October 13, 2020; October 27,

2020; February 23, 2021; March 23, 2021; August 10, 2021; August 24, 2021; September 28, 2021; October 12, 2021; October 26, 2021, and February 22, 2022, April 26, 2022, June 14, 2022, and July 12, 2022; February 14, 2023, April 25, 2023, July 18, 2023 and October 10, 2023.

WHEREAS, the County Board has considered the release of closed session meeting minutes and determined that the need for confidentiality still exists as to the minutes and verbatim records of the following meetings: September 28, 2010, October 12, 2010, February 22, 2011, May 24, 2011, October 11, 2011, May 8, 2012, March 12, 2013, April 9, 2013, May 14, 2013, May 28, 2013, June 11, 2013, June 25, 2013, September 10, 2013, February 25, 2014, December 17, 2014, February 10, 2015, March 14, 2017, August 22, 2017, September 12, 2017, October 24, 2017, February 13, 2018, October 12, 2021, June 14, 2022, February 14, 2023, October 10, 2023, as well as to a portion of the November 26, 2013, December 10, 2013, January 26, 2016, November 8, 2016, and October 23, 2018, closed session minutes, and the County Board has determined that the release of said minutes and verbatim records is not appropriate; and

WHEREAS, the County Board has determined that the need for confidentiality no longer exists for the February 8, 2010, August 10, 2010, October 26, 2010, November 9, 2010, April 12, 2011, July 26, 2011, March 13, 2012, July 24, 2012, August 14, 2012, August 28, 2012, September 11, 2012, December 11, 2012, February 12, 2013, February 26, 2013, April 23, 2013, August 13, 2013, October 8, 2013, November 12, 2013, May 13, 2014, May 27, 2014, June 3, 2014, June 24, 2014, July 8, 2014, October 28, 2014, January 13, 2015, March 24, 2015, June 9, 2015, June 23, 2015, October 13, 2015, March 8, 2016, April 26, 2016, May 10, 2016, June 28, 2016, July 12, 2016, October 25, 2016, January 24, 2017, March 28, 2017, July 18, 2017, January 23,2018, February 27, 2018, March 13, 2018, May 8, 2018, August 14, 2018, November 13, 2018, March 12, 2019, March 26, 2019, April 23, 2019, May 14, 2019, September 10, 2019, November 12, 2019, January 14, 2020, February 11, 2020, October 13, 2020, October 27, 2020, February 23, 2021, March 23, 2021, August 10, 2021, August 24, 2021, September 28, 2021, October 26, 2021, February 22, 2022, April 26, 2022, July 12, 2022, April 25, 2033 and July 18, 2023, of the closed session meetings, and a portion of the November 26, 2013, December 10, 2013, January 26, 2016, November 8, 2016, and October 23, 2018, closed session minutes.

THEREFORE BE IT RESOLVED that the County Board finds that the need for confidentiality still exists as to minutes and verbatim records of the following meetings: September 28, 2010, October 12, 2010, February 22, 2011, May 24, 2011, October 11, 2011, May 8, 2012, March 12, 2013, April 9, 2013, May 14, 2013, May 28, 2013, June 11, 2013, June 25, 2013, September 10, 2013, February 25, 2014, December 17, 2014, February 10, 2015, March 14, 2017, August 22, 2017, September 12, 2017, October 24, 2017, February 13, 2018, October 12, 2021, June 14, 2022, February 14, 2023, October 10, 2023, as well as to a portion of the November 26, 2013, December 10, 2013, January 26, 2016, November 8, 2016, and October 23, 2018, closed session meetings; and

BE IT FURTHER RESOLVED, that the County Board finds that the minutes and verbatim recordings of the February 8, 2010, August 10, 2010, October 26, 2010, November 9, 2010, April 12, 2011, July 26, 2011, March 13, 2012, July 24, 2012, August 14, 2012, August 28, 2012, September 11, 2012, December 11, 2012, February 12, 2013, February 26, 2013, April 23, 2013, August 13, 2013, October 8, 2013, November 12, 2013, May 13, 2014, May 27, 2014, June 3, 2014, June 24, 2014, July 8, 2014, October 28, 2014, January 13, 2015, March 24, 2015, June 9, 2015, June 23, 2015, October 13, 2015, March 8, 2016, April 26, 2016, May 10, 2016, June 28, 2016, July 12, 2016, October 25, 2016, January 24, 2017, March 28, 2017, July 18, 2017, January 23,2018, February 27, 2018, March 13, 2018, May 8, 2018, August 14, 2018, November 13, 2018, March 12, 2019, March 26, 2019, April 23, 2019, May 14, 2019, September 10, 2019, November 12, 2019, January 14, 2020, February 11, 2020, October 13, 2020, October 27, 2020, February 23, 2021, March 23, 2021, August 10, 2021, August 24, 2021, September 28, 2021, October 26, 2021, February 22, 2022, April 26, 2022, July 12, 2022, April 25, 2033 and July 18, 2023, and a portion of the November 26, 2013, December 10, 2013, January 26, 2016, November 8, 2016, and October 23, 2018, of the closed session meetings are appropriate for release as the need for confidentiality no longer exists, and

BE IT FURTHER RESOLVED, that the verbatim record of each of the closed meetings for which the County Board has by this Resolution made available for inspection and copying shall be destroyed as authorized by law no less than 18 months after the completion of the meeting for which the verbatim record exists.

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

27. MEETING ADJOURNED

With no further business, the meeting was adjourned at 12:08 PM.

27.A. This meeting is adjourned to Tuesday, November 14, 2023, at 10:00 a.m.

Payment of Claims

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

File #: 23-3444 **Agenda Date:** 11/14/2023 **Agenda #:** 8.B.

```
AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:08


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


                    Pay Group: 1000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102023 -   102023
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

AP255 Date 10/20/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
Time 13:10 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529919 Payment Date 10/20/23		Vendor 11557		ABBATACOLA, ROBERT			Status Issued	
11557	101123 101723		IX 100	10/18/23		850.00	0.00	850.00
			*** Payment Total			850.00	0.00	850.00
Payment Number 529920 Payment Date 10/20/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1M9V-TYVG-4LNK		IX 100	11/11/23		37.98	0.00	37.98
			*** Payment Total			37.98	0.00	37.98
Payment Number 529921 Payment Date 10/20/23		Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	MG63935		IX 100	10/29/23		357.40	0.00	357.40
10667	MK62120		IX 100	11/06/23		1,150.96	0.00	1,150.96
			*** Payment Total			1,508.36	0.00	1,508.36
Payment Number 529922 Payment Date 10/20/23		Vendor 25287		ESPARZA, KERI			Status Issued	
25287	MIL20230824		IX 100	10/17/23		37.92	0.00	37.92
			*** Payment Total			37.92	0.00	37.92
Payment Number 529923 Payment Date 10/20/23		Vendor 11067		FOX VALLEY FIRE & SAFETY			Status Issued	
11067	IN00624341		IX 100	09/28/23		134.20	0.00	134.20
11067	IN00624817		IX 100	09/30/23		24.70	0.00	24.70
			*** Payment Total			158.90	0.00	158.90
Payment Number 529924 Payment Date 10/20/23		Vendor 10124		GRAYBAR			Status Issued	
10124	9333927892		IX 100	10/14/23		17.79	0.00	17.79
10124	9333948170		IX 100	10/15/23		237.63	0.00	237.63
10124	9333977052		IX 100	10/19/23		3,676.69	0.00	3,676.69
			*** Payment Total			3,932.11	0.00	3,932.11
Payment Number 529925 Payment Date 10/20/23		Vendor 18820		KEATING, MARY			Status Issued	
18820	TRV20231004		IX 100	10/16/23		1,218.39	0.00	1,218.39
			*** Payment Total			1,218.39	0.00	1,218.39
Payment Number 529926 Payment Date 10/20/23		Vendor 19499		LANGUAGE LINK			Status Issued	
19499	246502		IX 100	08/31/23		244.36	0.00	244.36
19499	248781		IX 100	10/01/23		196.83	0.00	196.83
19499	251148		IX 100	10/31/23		130.90	0.00	130.90
			*** Payment Total			572.09	0.00	572.09
Payment Number 529927 Payment Date 10/20/23		Vendor 40998		LAZZARO, THERESA M			Status Issued	
40998	09292023TELANDER		IX 100	11/10/23		60.00	0.00	60.00
			*** Payment Total			60.00	0.00	60.00
Payment Number 529928 Payment Date 10/20/23		Vendor 11714		NOVAK, LISA			Status Issued	
11714	GJ9-21-23		IX 100	11/04/23		991.00	0.00	991.00
			*** Payment Total			991.00	0.00	991.00
Payment Number 529929 Payment Date 10/20/23		Vendor 14308		PUBLIC SAFETY DIRECT INC			Status Issued	
14308	102290		IX 100	10/27/23		2,657.95	0.00	2,657.95
14308	102310		IX 100	10/29/23		820.00	0.00	820.00

Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529929 Payment Date 10/20/23		Vendor 14308		PUBLIC SAFETY DIRECT INC			Status Issued	
14308	102331		IX 100	11/02/23		8,533.30	0.00	8,533.30
14308	102347		IX 100	11/03/23		1,929.00	0.00	1,929.00
			*** Payment Total			13,940.25	0.00	13,940.25
Payment Number 529930 Payment Date 10/20/23		Vendor 12313		SULLIVAN, ANTHONY			Status Issued	
12313	101123 101723		IX 100	10/18/23		629.00	0.00	629.00
			*** Payment Total			629.00	0.00	629.00
Payment Number 529931 Payment Date 10/20/23		Vendor 30797		TRINITY SERVICES GROUP INC			Status Issued	
30797	3023000287		IX 100	11/05/23		24,222.28	0.00	24,222.28
30797	3023000288		IX 100	11/12/23		24,233.02	0.00	24,233.02
			*** Payment Total			48,455.30	0.00	48,455.30
		*** Payment Code ACH Total				72,391.30	0.00	72,391.30
			Payment Count			13		

Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180529 Payment Date 10/20/23			Vendor 19882			A & A CLINICAL COUNSELING	Status Issued	
19882	21JD90ARAUJOSEPT23		IX 100	11/11/23		150.00	0.00	150.00
19882	22JD223ESCALSEPT23		IX 100	11/11/23		187.50	0.00	187.50
			*** Payment Total			337.50	0.00	337.50
Payment Number 1180530 Payment Date 10/20/23			Vendor 11884			ACCURATE DOCUMENT DESTRUCTION	Status Issued	
11884	11413609T095		IX 100	10/31/23		114.62	0.00	114.62
			*** Payment Total			114.62	0.00	114.62
Payment Number 1180531 Payment Date 10/20/23			Vendor 10636			AFCC - ASSOCIATION OF FAMILY &	Status Issued	
10636	101223		IX 100	11/11/23		345.00	0.00	345.00
			*** Payment Total			345.00	0.00	345.00
Payment Number 1180532 Payment Date 10/20/23			Vendor 12104			ALLIANT INSURANCE SERVICES INC	Status Issued	
12104	2453190		IX 100	11/12/23		30.00	0.00	30.00
			*** Payment Total			30.00	0.00	30.00
Payment Number 1180533 Payment Date 10/20/23			Vendor 33755			ALLIED UNIVERSAL TECHNOLOGY	Status Issued	
33755	IN1-910312328		IX 100	11/10/23		823.40	0.00	823.40
			*** Payment Total			823.40	0.00	823.40
Payment Number 1180534 Payment Date 10/20/23			Vendor 10671			ALPHAGRAPHICS	Status Issued	
10671	175419		IX 100	11/04/23		16.00	0.00	16.00
			*** Payment Total			16.00	0.00	16.00
Payment Number 1180535 Payment Date 10/20/23			Vendor 11309			APPLIED INDUSTRIAL	Status Issued	
11309	7027871749		IX 100	10/12/23		324.28	0.00	324.28
11309	7027872068		IX 100	10/12/23		10.47	0.00	10.47
11309	7027872534		IX 100	10/12/23		79.13	0.00	79.13
11309	7027937153		IX 100	10/20/23		132.20	0.00	132.20
			*** Payment Total			546.08	0.00	546.08
Payment Number 1180536 Payment Date 10/20/23			Vendor 23116			ARAMSCO INC	Status Issued	
23116	S6057787.001		IX 100	10/25/23		173.68	0.00	173.68
			*** Payment Total			173.68	0.00	173.68
Payment Number 1180537 Payment Date 10/20/23			Vendor 12120			ARCADIA TRAVEL & CRUISES INC	Status Issued	
12120	11039		IX 100	10/16/23		272.90	0.00	272.90
12120	11040		IX 100	10/16/23		991.60	0.00	991.60
			*** Payment Total			1,264.50	0.00	1,264.50
Payment Number 1180538 Payment Date 10/20/23			Vendor 10008			AT&T	Status Issued	
10008	1246072803		IX 100	10/31/23		869.20	0.00	869.20
			*** Payment Total			869.20	0.00	869.20
Payment Number 1180539 Payment Date 10/20/23			Vendor 10008			AT&T	Status Issued	
10008	708Z86003709 2023		IX 100	10/16/23		8,420.30	0.00	8,420.30
10008	708Z86117609 2023		IX 100	10/16/23		3,434.42	0.00	3,434.42
10008	708Z86675909 2023		IX 100	10/16/23		1,186.83	0.00	1,186.83

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180539 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
			*** Payment Total			13,041.55	0.00	13,041.55
Payment Number 1180540 Payment Date 10/20/23		Vendor 10009		AT&T MOBILITY			Status Issued	
10009	287301188830X10082023		IX 100	10/30/23		93.06	0.00	93.06
10009	287301188830X10082023A		IX 100	10/30/23		3,774.89	0.00	3,774.89
10009	287303454774X10082023		IX 100	10/30/23		275.13	0.00	275.13
10009	287303454774X10082023A		IX 100	10/17/23		7,179.71	0.00	7,179.71
10009	287307718627TX10082023		IX 100	10/30/23		6,456.53	0.00	6,456.53
			*** Payment Total			17,779.32	0.00	17,779.32
Payment Number 1180541 Payment Date 10/20/23		Vendor 42780		BLUE TO GOLD, LLC			Status Issued	
42780	BTG-DI-6561		IX 100	11/12/23		792.00	0.00	792.00
			*** Payment Total			792.00	0.00	792.00
Payment Number 1180542 Payment Date 10/20/23		Vendor 13299		CAYMAN CHEMICAL CO INC			Status Issued	
13299	01171709		IX 100	11/16/23		580.00	0.00	580.00
			*** Payment Total			580.00	0.00	580.00
Payment Number 1180543 Payment Date 10/20/23		Vendor 12382		COMCAST			Status Issued	
12382	8771200470301041100623		IX 100	11/05/23		199.90	0.00	199.90
			*** Payment Total			199.90	0.00	199.90
Payment Number 1180544 Payment Date 10/20/23		Vendor 13982		COMCAST			Status Issued	
13982	184063167		IX 100	10/31/23		3,797.60	0.00	3,797.60
			*** Payment Total			3,797.60	0.00	3,797.60
Payment Number 1180545 Payment Date 10/20/23		Vendor 40304		CWF RESTORATION			Status Issued	
40304	23-6439-CLN		IX 100	10/17/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1180546 Payment Date 10/20/23		Vendor 11422		DUPAGE ASSOC OF WOMEN LAWYERS			Status Issued	
11422	DAWLPD2024		IX 100	11/15/23		300.00	0.00	300.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1180547 Payment Date 10/20/23		Vendor 10092		DUPAGE MAYORS & MANAGERS CONF			Status Issued	
10092	11860A		IX 100	11/04/23		150.00	0.00	150.00
			*** Payment Total			150.00	0.00	150.00
Payment Number 1180548 Payment Date 10/20/23		Vendor 13612		ELMHURST OCCUPATIONAL HEALTH			Status Issued	
13612	00172878-00		IX 100	10/30/23		473.00	0.00	473.00
			*** Payment Total			473.00	0.00	473.00
Payment Number 1180549 Payment Date 10/20/23		Vendor 34032		FIRST RESPONDERS WELLNESS			Status Issued	
34032	17738		IX 100	11/12/23		585.00	0.00	585.00
			*** Payment Total			585.00	0.00	585.00
Payment Number 1180550 Payment Date 10/20/23		Vendor 33015		FLORES, MARIANA			Status Issued	
33015	EXP20230906		IX 100	10/16/23		145.34	0.00	145.34

AP255 Date 10/20/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
Time 13:10 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180550 Payment Date 10/20/23			Vendor 33015			FLORES, MARIANA	Status Issued	
			*** Payment Total			145.34	0.00	145.34
Payment Number 1180551 Payment Date 10/20/23			Vendor 41889			GAYNOR, ERIC	Status Issued	
41889	TRV20231001		IX 100	10/18/23		176.51	0.00	176.51
			*** Payment Total			176.51	0.00	176.51
Payment Number 1180552 Payment Date 10/20/23			Vendor 12091			GENESIS ORTHOPEDICS & SPORTS	Status Issued	
12091	E28867360		IX 100	10/13/23		51.40	0.00	51.40
12091	E28867390		IX 100	10/14/23		24.90	0.00	24.90
			*** Payment Total			76.30	0.00	76.30
Payment Number 1180553 Payment Date 10/20/23			Vendor 39600			GLOBAL EQUIPMENT COMPANY INC.	Status Issued	
39600	121102419		IX 100	11/13/23		767.33	0.00	767.33
			*** Payment Total			767.33	0.00	767.33
Payment Number 1180554 Payment Date 10/20/23			Vendor 10157			GRAINGER	Status Issued	
10157	9840714381		IX 100	10/18/23		392.04	0.00	392.04
10157	9843887499		IX 100	10/19/23		164.10	0.00	164.10
10157	9845835827		IX 100	10/21/23		98.28	0.00	98.28
10157	9847417608		IX 100	10/22/23		16.54	0.00	16.54
10157	9847417616		IX 100	10/22/23		11.40	0.00	11.40
10157	9847417624		IX 100	10/22/23		15.44	0.00	15.44
10157	9847417632		IX 100	10/22/23		15.44	0.00	15.44
10157	9847743508		IX 100	10/22/23		191.29	0.00	191.29
10157	9847743516		IX 100	10/22/23		15.44	0.00	15.44
10157	9847979144		IX 100	10/22/23		1,269.30	0.00	1,269.30
10157	9848157369		IX 100	10/22/23		107.00	0.00	107.00
			*** Payment Total			2,296.27	0.00	2,296.27
Payment Number 1180555 Payment Date 10/20/23			Vendor 21182			GROEBNER AND ASSOCIATES INC	Status Issued	
21182	625695-00		IX 100	10/25/23		110.87	0.00	110.87
			*** Payment Total			110.87	0.00	110.87
Payment Number 1180556 Payment Date 10/20/23			Vendor 19276			HENRY SCHEIN, INC	Status Issued	
19276	57401412		IX 100	11/01/23		1,095.79	0.00	1,095.79
			*** Payment Total			1,095.79	0.00	1,095.79
Payment Number 1180557 Payment Date 10/20/23			Vendor 10366			HINCKLEY SPRINGS	Status Issued	
10366	14458307 092523		IX 100	10/25/23		248.81	0.00	248.81
			*** Payment Total			248.81	0.00	248.81
Payment Number 1180558 Payment Date 10/20/23			Vendor 12100			HOV SERVICES INC	Status Issued	
12100	0000411975		IX 100	10/30/23		846.86	0.00	846.86
			*** Payment Total			846.86	0.00	846.86
Payment Number 1180559 Payment Date 10/20/23			Vendor 10447			IASB -IL ASSN OF SCHOOL BOARDS	Status Issued	
10447	417626		IX 100	11/01/23		66.00	0.00	66.00

AP255 Date 10/20/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 6
Time 13:10 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180559 Payment Date 10/20/23			Vendor 10447			IASB -IL ASSN OF SCHOOL BOARDS	Status Issued	
			*** Payment Total			66.00	0.00	66.00
Payment Number 1180560 Payment Date 10/20/23			Vendor 12489			ICEARY	Status Issued	
12489	INV_2096		IX 100	11/04/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1180561 Payment Date 10/20/23			Vendor 10241			ILLINOIS TOLLWAY	Status Issued	
10241	G125000008089		IX 100	11/03/23		57.45	0.00	57.45
10241	G125000008365		IX 100	11/03/23		37.50	0.00	37.50
			*** Payment Total			94.95	0.00	94.95
Payment Number 1180562 Payment Date 10/20/23			Vendor 10809			INSIGHT PUBLIC SECTOR INC	Status Issued	
10809	1101090517		IX 100	10/07/23		270.60	0.00	270.60
			*** Payment Total			270.60	0.00	270.60
Payment Number 1180563 Payment Date 10/20/23			Vendor 11057			KONICA MINOLTA BUSINESS SOL	Status Issued	
11057	289706364		IX 100	10/30/23		264.60	0.00	264.60
			*** Payment Total			264.60	0.00	264.60
Payment Number 1180564 Payment Date 10/20/23			Vendor 11692			LANGUAGE LINE SERVICES	Status Issued	
11692	11124898		IX 100	10/13/23		120.00	0.00	120.00
			*** Payment Total			120.00	0.00	120.00
Payment Number 1180565 Payment Date 10/20/23			Vendor 12961			LAW OFFICES OF WILLIAM G.	Status Issued	
12961	OCTOBER 2023		IX 100	11/03/23		3,500.00	0.00	3,500.00
			*** Payment Total			3,500.00	0.00	3,500.00
Payment Number 1180566 Payment Date 10/20/23			Vendor 12833			ROSELL, LUIS B, PSY.D.	Status Issued	
12833	2728B		IX 100	12/17/22		2,360.96	0.00	2,360.96
			*** Payment Total			2,360.96	0.00	2,360.96
Payment Number 1180567 Payment Date 10/20/23			Vendor 40631			LEACH, BRIANNE	Status Issued	
40631	MIL20230907		IX 100	10/13/23		196.17	0.00	196.17
			*** Payment Total			196.17	0.00	196.17
Payment Number 1180568 Payment Date 10/20/23			Vendor 42773			LINDT, JOSEPH P.	Status Issued	
42773	TRV20231004		IX 100	10/16/23		57.00	0.00	57.00
			*** Payment Total			57.00	0.00	57.00
Payment Number 1180569 Payment Date 10/20/23			Vendor 40599			MCPHEARSON, ANTHONY	Status Issued	
40599	EXP20230926		IX 100	10/18/23		1,326.11	0.00	1,326.11
			*** Payment Total			1,326.11	0.00	1,326.11
Payment Number 1180570 Payment Date 10/20/23			Vendor 39742			MOBILEXUSA	Status Issued	
39742	41961984-CARDIAC		IX 100	10/30/23		244.00	0.00	244.00
			*** Payment Total			244.00	0.00	244.00
Payment Number 1180571 Payment Date 10/20/23			Vendor 37860			MONTERREY SECURITY	Status Issued	

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Payment Date Range 10/20/23 thru 10/20/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180571 Payment Date 10/20/23			Vendor 37860				MONTERREY SECURITY	Status Issued	
37860	109986		IX	100	10/29/23		18,635.06	0.00	18,635.06
37860	109988		IX	100	10/29/23		3,659.87	0.00	3,659.87
37860	110131		IX	100	11/05/23		19,326.22	0.00	19,326.22
37860	110133		IX	100	11/05/23		3,653.29	0.00	3,653.29
			*** Payment Total				45,274.44	0.00	45,274.44
Payment Number 1180572 Payment Date 10/20/23			Vendor 18158				MURRAY, BERNARD	Status Issued	
18158	TRV20231005		IX	100	10/12/23		57.00	0.00	57.00
			*** Payment Total				57.00	0.00	57.00
Payment Number 1180573 Payment Date 10/20/23			Vendor 11036				MYCARD PHOTO ID PRODUCTS	Status Issued	
11036	31812K		IX	100	11/09/23		664.00	0.00	664.00
			*** Payment Total				664.00	0.00	664.00
Payment Number 1180574 Payment Date 10/20/23			Vendor 11544				NATIONAL ASSOCIATION FOR COURT	Status Issued	
11544	EXP18JCC		IX	100	11/03/23		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1180575 Payment Date 10/20/23			Vendor 11337				NICKERSON & ASSOCIATES	Status Issued	
11337	19JD409AUG2023		IX	100	10/05/23		570.00	0.00	570.00
11337	19JD409JULY2023		IX	100	10/05/23		290.00	0.00	290.00
			*** Payment Total				860.00	0.00	860.00
Payment Number 1180576 Payment Date 10/20/23			Vendor 10212				NMS LABS	Status Issued	
10212	1218832		IX	100	10/30/23		10,529.00	0.00	10,529.00
			*** Payment Total				10,529.00	0.00	10,529.00
Payment Number 1180577 Payment Date 10/20/23			Vendor 22125				NORTHWESTERN MEDICAL FACULTY	Status Issued	
22125	P536265360		IX	100	10/11/23		48.00	0.00	48.00
			*** Payment Total				48.00	0.00	48.00
Payment Number 1180578 Payment Date 10/20/23			Vendor 19217				CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P534056690		IX	100	10/01/23		39.05	0.00	39.05
19217	P537043981		IX	100	10/12/23		84.90	0.00	84.90
19217	P537043991		IX	100	10/12/23		11.05	0.00	11.05
19217	P537044021		IX	100	10/12/23		11.05	0.00	11.05
19217	P537044111		IX	100	09/18/23		35.05	0.00	35.05
19217	P537044151		IX	100	09/19/23		35.05	0.00	35.05
19217	P537044191		IX	100	09/20/23		24.90	0.00	24.90
19217	P537044211		IX	100	09/21/23		35.05	0.00	35.05
19217	P537044231		IX	100	09/22/23		24.90	0.00	24.90
19217	P537044281		IX	100	09/23/23		39.05	0.00	39.05
19217	P537044291		IX	100	09/23/23		16.40	0.00	16.40
19217	P537044421		IX	100	09/09/23		24.90	0.00	24.90
19217	P537044481		IX	100	09/07/23		66.40	0.00	66.40
19217	P537044491		IX	100	09/06/23		51.40	0.00	51.40
19217	P537044511		IX	100	09/08/23		35.05	0.00	35.05
19217	P537044521		IX	100	09/08/23		24.90	0.00	24.90

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Payment Date Range 10/20/23 thru 10/20/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180578 Payment Date 10/20/23		Vendor 19217		CENTRAL DUPAGE PHYSICIAN GROUP			Status Issued	
19217	P537044561		IX 100	09/09/23		39.05	0.00	39.05
19217	P537044601		IX 100	09/07/23		24.90	0.00	24.90
			*** Payment Total			623.05	0.00	623.05
Payment Number 1180579 Payment Date 10/20/23		Vendor 39549		ODP BUSINESS SOLUTIONS, LLC			Status Issued	
39549	329294601001		IX 100	10/08/23		119.49	0.00	119.49
39549	329472890001		IX 100	10/08/23		21.63	0.00	21.63
39549	330783975001		IX 100	10/08/23		29.15	0.00	29.15
39549	330868295001		IX 100	10/18/23		118.24	0.00	118.24
39549	331000687001		IX 100	11/08/23		178.00	0.00	178.00
39549	331052553001		IX 100	10/26/23		29.45	0.00	29.45
39549	332077511001		IX 100	10/22/23		84.82	0.00	84.82
39549	332235611001		IX 100	10/27/23		30.90	0.00	30.90
39549	335039332001		IX 100	11/05/23		32.18	0.00	32.18
			*** Payment Total			643.86	0.00	643.86
Payment Number 1180580 Payment Date 10/20/23		Vendor 21030		OFFICESUPPLY.COM			Status Issued	
21030	5642698		IX 100	11/11/23		100.77	0.00	100.77
			*** Payment Total			100.77	0.00	100.77
Payment Number 1180581 Payment Date 10/20/23		Vendor 29508		OKUNSKAYA, TATIANA			Status Issued	
29508	2023 #60		IX 100	11/09/23		140.00	0.00	140.00
29508	2023 #623		IX 100	11/12/23		175.00	0.00	175.00
			*** Payment Total			315.00	0.00	315.00
Payment Number 1180582 Payment Date 10/20/23		Vendor 12742		PEERLESS NETWORK, INC.			Status Issued	
12742	30403		IX 100	09/14/23		84.90	0.00	84.90
12742	32786		IX 100	10/15/23		101.88	0.00	101.88
12742	35145		IX 100	11/14/23		138.02	0.00	138.02
			*** Payment Total			324.80	0.00	324.80
Payment Number 1180583 Payment Date 10/20/23		Vendor 11114		PET SUPPLIES PLUS			Status Issued	
11114	273630		IX 100	11/04/23		130.66	0.00	130.66
11114	273631		IX 100	11/08/23		209.92	0.00	209.92
			*** Payment Total			340.58	0.00	340.58
Payment Number 1180584 Payment Date 10/20/23		Vendor 13260		POLARIS PHARMACY SERVICES OF			Status Issued	
13260	09-017-23		IX 100	10/30/23		47,568.61	0.00	47,568.61
			*** Payment Total			47,568.61	0.00	47,568.61
Payment Number 1180585 Payment Date 10/20/23		Vendor 27657		RADIOLOGY SUBSPECIALISTS OF NO			Status Issued	
27657	CD9006RRRSNI		IX 100	10/01/23		88.97	0.00	88.97
27657	CD9008H7RSNI		IX 100	10/05/23		52.94	0.00	52.94
27657	CD900BZTRSNI		IX 100	09/24/23		31.35	0.00	31.35
			*** Payment Total			173.26	0.00	173.26
Payment Number 1180586 Payment Date 10/20/23		Vendor 11145		RAY O'HERRON CO INC			Status Issued	
11145	2300320		IX 100	11/11/23		400.68	0.00	400.68

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180586 Payment Date 10/20/23			Vendor 11145			RAY O'HERRON CO INC	Status Issued	
11145	2300321		IX 100	11/11/23		226.80	0.00	226.80
11145	2300322		IX 100	11/11/23		1,038.87	0.00	1,038.87
11145	2300323		IX 100	11/11/23		347.83	0.00	347.83
11145	2300324		IX 100	11/11/23		480.19	0.00	480.19
11145	2300325		IX 100	11/11/23		30.33	0.00	30.33
			*** Payment Total			2,524.70	0.00	2,524.70
Payment Number 1180587 Payment Date 10/20/23			Vendor 10313			BLUETRITON BRANDS, INC	Status Issued	
10313	03J6703021251		IX 100	11/11/23		75.89	0.00	75.89
			*** Payment Total			75.89	0.00	75.89
Payment Number 1180588 Payment Date 10/20/23			Vendor 10034			ROYAL PIPE & SUPPLY CO.	Status Issued	
10034	S1568010.002		IX 100	10/19/23		1,276.80	0.00	1,276.80
10034	S1584091.002		IX 100	10/19/23		64.62	0.00	64.62
			*** Payment Total			1,341.42	0.00	1,341.42
Payment Number 1180589 Payment Date 10/20/23			Vendor 33023			SAFETY-KLEEN SYSTEMS INC	Status Issued	
33023	92625515		IX 100	10/19/23		222.19	0.00	222.19
			*** Payment Total			222.19	0.00	222.19
Payment Number 1180590 Payment Date 10/20/23			Vendor 10540			SECRETARY OF STATE	Status Issued	
10540	ZBILSKI 101223		IX 100	10/13/23		15.00	0.00	15.00
			*** Payment Total			15.00	0.00	15.00
Payment Number 1180591 Payment Date 10/20/23			Vendor 33040			SEFRANEK, TAMARA	Status Issued	
33040	1998CF2044 03302001		IX 100	10/16/23		108.00	0.00	108.00
			*** Payment Total			108.00	0.00	108.00
Payment Number 1180592 Payment Date 10/20/23			Vendor 32899			STATEWIDE PUBLISHING, LLC	Status Issued	
32899	936261-20		IX 100	11/03/23		90.00	0.00	90.00
32899	936442-20		IX 100	11/12/23		90.00	0.00	90.00
			*** Payment Total			180.00	0.00	180.00
Payment Number 1180593 Payment Date 10/20/23			Vendor 40928			STREICHER'S, INC.	Status Issued	
40928	I1659728		IX 100	11/11/23		1,417.00	0.00	1,417.00
40928	I1659729		IX 100	11/11/23		1,282.00	0.00	1,282.00
40928	I1659730		IX 100	11/11/23		1,282.00	0.00	1,282.00
40928	I1659731		IX 100	11/11/23		1,282.00	0.00	1,282.00
40928	I1659732		IX 100	11/11/23		1,282.00	0.00	1,282.00
			*** Payment Total			6,545.00	0.00	6,545.00
Payment Number 1180594 Payment Date 10/20/23			Vendor 37436			THOMPSON ELECTRONICS COMPANY	Status Issued	
37436	111930		IX 100	09/13/23		428.96	0.00	428.96
			*** Payment Total			428.96	0.00	428.96
Payment Number 1180595 Payment Date 10/20/23			Vendor 11169			THOMSON REUTERS-WEST	Status Issued	
11169	849031608		IX 100	10/31/23		2,115.38	0.00	2,115.38

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AP255 Date 10/20/23                Pay Group  1000 GENERAL FUND PAY GROUP          USD                                   Page   10
      Time 13:10                   Bank Account Payment History

                                     Payment Date Range    10/20/23  thru  10/20/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1180595 Payment Date 10/20/23   Vendor     11169        THOMSON REUTERS-WEST             Status Issued
                                                     *** Payment Total             2,115.38                0.00             2,115.38

Payment Number    1180596 Payment Date 10/20/23   Vendor     10544        TRADEMARK PRODUCTS INC           Status Issued
    10544 823405                                  IX  100   11/01/23                    19.75                0.00                19.75
                                                     *** Payment Total                19.75                0.00                19.75

Payment Number    1180597 Payment Date 10/20/23   Vendor     31478        U.S. COURTS: PACER               Status Issued
    31478 7111637-Q32023                          IX  100   11/03/23                   146.00                0.00               146.00
                                                     *** Payment Total               146.00                0.00               146.00

Payment Number    1180598 Payment Date 10/20/23   Vendor     11201        UNITED STATES POSTAL SERVICE     Status Issued
    11201 34855593 073123 RCDR                    IX  100   08/30/23                   482.81                0.00               482.81
    11201 34855593 083123 RCDR                    IX  100   09/30/23                   635.94                0.00               635.94
                                                     *** Payment Total             1,118.75                0.00             1,118.75

Payment Number    1180599 Payment Date 10/20/23   Vendor     10709        VILLAGE OF WINFIELD              Status Issued
    10709 0000500460-02 091223                    IX  100   10/12/23                   378.32                0.00               378.32
                                                     *** Payment Total               378.32                0.00               378.32

Payment Number    1180600 Payment Date 10/20/23   Vendor     10989        WATER ONE                        Status Issued
    10989 13845TM                                 IX  100   10/14/23                    56.75                0.00                56.75
    10989 14528TM                                 IX  100   11/04/23                    56.75                0.00                56.75
                                                     *** Payment Total               113.50                0.00               113.50

Payment Number    1180601 Payment Date 10/20/23   Vendor     30290        WE TYPE LLC                      Status Issued
    30290 DP231001                                IX  100   10/17/23                   517.19                0.00               517.19
                                                     *** Payment Total               517.19                0.00               517.19

Payment Number    1180602 Payment Date 10/20/23   Vendor     12471        WINFIELD LABORATORY              Status Issued
    12471 WLCP000000617416EB                      IX  100   09/24/23                   282.70                0.00               282.70
                                                     *** Payment Total               282.70                0.00               282.70

                                          *** Payment Code CHK Total           180,537.94                0.00           180,537.94
                                                        Payment Count                   74

                                          *** Cash Code  1414  Total           252,929.24                0.00           252,929.24
                                                        Payment Count                   87

                                       *** Pay Group 1000 USD   Total           252,929.24                0.00           252,929.24
                                                        Payment Count                   87
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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:10


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



                 Pay Group: 1100
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/20/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
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Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529932 Payment Date 10/20/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1VHX-X4D6-97WG		IX 105	10/26/23		256.39	0.00	256.39
			*** Payment Total			256.39	0.00	256.39
Payment Number 529933 Payment Date 10/20/23		Vendor 40582		LAMP INCORPORATED			Status Issued	
40582	3131998		IX 105	09/30/23		48,150.60	0.00	48,150.60
40582	3131999		IX 105	09/30/23		30,143.25	0.00	30,143.25
			*** Payment Total			78,293.85	0.00	78,293.85
Payment Number 529934 Payment Date 10/20/23		Vendor 37414		PATH TO RECOVERY FOUNDATION			Status Issued	
37414	SAGP17		IX 105	10/26/23		10,424.24	0.00	10,424.24
			*** Payment Total			10,424.24	0.00	10,424.24
Payment Number 529935 Payment Date 10/20/23		Vendor 10922		SCARCE			Status Issued	
10922	10102023		IX 170	10/18/23		11,375.00	0.00	11,375.00
			*** Payment Total			11,375.00	0.00	11,375.00
		*** Payment Code ACH Total				100,349.48	0.00	100,349.48
			Payment Count			4		

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Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180603 Payment Date 10/20/23			Vendor 27667			A&D HOME IMPROVEMENT LLC	Status Issued	
27667	RES-RRR-23-002709		IX 170	10/18/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1180604 Payment Date 10/20/23			Vendor 40635			A-1 SAFETY CHIMNEY SERVICES,	Status Issued	
40635	RES-ALT-23-001764		IX 170	10/18/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1180605 Payment Date 10/20/23			Vendor 37027			ADAMS, DANIEL T	Status Issued	
37027	RES-ACC-23-001894		IX 170	10/18/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1180606 Payment Date 10/20/23			Vendor 15669			ALOHA CONSTRUCTION INC	Status Issued	
15669	RES-RRR-23-002454		IX 170	11/17/23		100.00	0.00	100.00
15669	RES-RRR-23-002551		IX 170	11/17/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1180607 Payment Date 10/20/23			Vendor 26036			AQUA DESIGNS INC	Status Issued	
26036	RES-ACC-23-001746		IX 170	11/14/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1180608 Payment Date 10/20/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	287305363874X10082023		IX 170	11/17/23		645.84	0.00	645.84
			*** Payment Total			645.84	0.00	645.84
Payment Number 1180609 Payment Date 10/20/23			Vendor 40639			AVILA, ARACELY	Status Issued	
40639	RES-ACC-22-003312		IX 170	10/18/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1180610 Payment Date 10/20/23			Vendor 31139			CH ADVISORS INC	Status Issued	
31139	1613		IX 105	10/11/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1180611 Payment Date 10/20/23			Vendor 42744			CHINESE AMERICAN WOMEN	Status Issued	
42744	SAGP1		IX 105	10/26/23		24,995.00	0.00	24,995.00
			*** Payment Total			24,995.00	0.00	24,995.00
Payment Number 1180612 Payment Date 10/20/23			Vendor 12628			CHOOSE DUPAGE	Status Issued	
12628	2023-17		IX 105	11/04/23		1,624.71	0.00	1,624.71
12628	2023-18		IX 105	11/04/23		13,701.48	0.00	13,701.48
12628	2023-19		IX 105	11/04/23		1,185.01	0.00	1,185.01
			*** Payment Total			16,511.20	0.00	16,511.20
Payment Number 1180613 Payment Date 10/20/23			Vendor 13285			COMMERCIAL MECHANICAL INC	Status Issued	
13285	6493-1-SERV #2		IX 105	10/30/23		6,648.75	0.00	6,648.75
			*** Payment Total			6,648.75	0.00	6,648.75
Payment Number 1180614 Payment Date 10/20/23			Vendor 10879			COMMUNITY HOUSE	Status Issued	
10879	101223		IX 105	11/11/23		277,357.00	0.00	277,357.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180614 Payment Date 10/20/23			Vendor 10879			COMMUNITY HOUSE	Status Issued	
			*** Payment Total			277,357.00	0.00	277,357.00
Payment Number 1180615 Payment Date 10/20/23			Vendor 42745			STARKE, SARAH	Status Issued	
42745	SAGP2		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180616 Payment Date 10/20/23			Vendor 19161			DUPAGE COUNTY HEALTH	Status Issued	
19161	092_COVID-FY2023		IX 105	10/08/23		49,048.75	0.00	49,048.75
19161	093_COVID-FY2023		IX 105	10/13/23		20,382.00	0.00	20,382.00
19161	094_COVID-FY2023		IX 105	10/13/23		208,614.04	0.00	208,614.04
			*** Payment Total			278,044.79	0.00	278,044.79
Payment Number 1180617 Payment Date 10/20/23			Vendor 33284			ELMHURST CENTRE FOR PERFORMING	Status Issued	
33284	SAGP3		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180618 Payment Date 10/20/23			Vendor 13020			FIDLAR TECHNOLOGIES INC	Status Issued	
13020	0573808-IN		IX 150	09/30/23		1,393.86	0.00	1,393.86
13020	0573888-IN		IX 150	10/30/23		1,207.56	0.00	1,207.56
13020	0708954-IN		IX 150	10/30/23		4,340.48	0.00	4,340.48
13020	0896616-IN		IX 150	10/26/23		24,000.00	0.00	24,000.00
13020	M21956U-IN		IX 150	09/30/23		988.88	0.00	988.88
13020	M22029U-IN		IX 150	09/30/23		989.93	0.00	989.93
13020	M30000-IN		IX 150	10/29/23		989.30	0.00	989.30
			*** Payment Total			33,910.01	0.00	33,910.01
Payment Number 1180619 Payment Date 10/20/23			Vendor 42746			HEALING PUPS PET THERAPY	Status Issued	
42746	SAGP4		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180620 Payment Date 10/20/23			Vendor 42767			HEART OF A VETERAN NFP	Status Issued	
42767	SAGP5		IX 105	10/26/23		20,000.00	0.00	20,000.00
			*** Payment Total			20,000.00	0.00	20,000.00
Payment Number 1180621 Payment Date 10/20/23			Vendor 39151			MECHANICAL, INC	Status Issued	
39151	74228		IX 105	05/30/23		46,215.93	0.00	46,215.93
			*** Payment Total			46,215.93	0.00	46,215.93
Payment Number 1180622 Payment Date 10/20/23			Vendor 42763			HUM(HELP-UNITE-MOTIVATE)	Status Issued	
42763	SAGP6		IX 105	10/26/23		10,424.24	0.00	10,424.24
			*** Payment Total			10,424.24	0.00	10,424.24
Payment Number 1180623 Payment Date 10/20/23			Vendor 35865			INDIAN PRAIRIE EDUCATIONAL FDN	Status Issued	
35865	SAGP7		IX 105	10/26/23		20,000.00	0.00	20,000.00
			*** Payment Total			20,000.00	0.00	20,000.00
Payment Number 1180624 Payment Date 10/20/23			Vendor 10809			INSIGHT PUBLIC SECTOR INC	Status Issued	
10809	1101094737		IX 150	10/20/23		37.39	0.00	37.39

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180624 Payment Date 10/20/23			Vendor 10809			INSIGHT PUBLIC SECTOR INC	Status Issued	
			*** Payment Total			37.39	0.00	37.39
Payment Number 1180625 Payment Date 10/20/23			Vendor 26200			KONICA MINOLTA	Status Issued	
26200	43266923		IX 150	10/27/23		832.93	0.00	832.93
			*** Payment Total			832.93	0.00	832.93
Payment Number 1180626 Payment Date 10/20/23			Vendor 42764			LATINAS ON THE PLAZA	Status Issued	
42764	SAGP8		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180627 Payment Date 10/20/23			Vendor 42771			MAGDALENE HOUSE CHICAGO	Status Issued	
42771	SAGP16		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180628 Payment Date 10/20/23			Vendor 32531			MOMKUS, LLC	Status Issued	
32531	206797		IX 102	11/11/23		740.00	0.00	740.00
			*** Payment Total			740.00	0.00	740.00
Payment Number 1180629 Payment Date 10/20/23			Vendor 35499			MY CHILD'S LIFE MATTERS INC	Status Issued	
35499	SAGP9		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180630 Payment Date 10/20/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	333195649001		IX 170	11/08/23		26.99	0.00	26.99
39549	335161943001		IX 170	11/05/23		67.03	0.00	67.03
39549	337370910001		IX 170	11/11/23		29.51	0.00	29.51
			*** Payment Total			123.53	0.00	123.53
Payment Number 1180631 Payment Date 10/20/23			Vendor 42775			ORCHESTRA PARENTS-PATRONS'	Status Issued	
42775	SAGP18		IX 105	10/26/23		10,424.24	0.00	10,424.24
			*** Payment Total			10,424.24	0.00	10,424.24
Payment Number 1180632 Payment Date 10/20/23			Vendor 10369			PADDOCK PUBLICATIONS INC	Status Issued	
10369	267744		IX 170	11/02/23		186.30	0.00	186.30
			*** Payment Total			186.30	0.00	186.30
Payment Number 1180633 Payment Date 10/20/23			Vendor 42747			PAWS FOR KIDS FOR PAWS	Status Issued	
42747	SAGP10		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180634 Payment Date 10/20/23			Vendor 42748			RADICAL HOSPITALITY MINISTRIES	Status Issued	
42748	SAGP11		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180635 Payment Date 10/20/23			Vendor 12565			REPEAT BOUTIQUE CENTER	Status Issued	
12565	SAGP12		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180636 Payment Date 10/20/23			Vendor 37269			RESILIENT NFP	Status Issued	
37269 SAGP13			IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180637 Payment Date 10/20/23			Vendor 42750			NAPERVILLE SENIORS IN ACTION	Status Issued	
42750 SAGP14			IX 105	10/26/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1180638 Payment Date 10/20/23			Vendor 10638			THE CONSERVATION FOUNDATION	Status Issued	
10638 ARPA-2			IX 105	11/09/23		963.68	0.00	963.68
10638 ARPA-3			IX 105	11/12/23		24,435.84	0.00	24,435.84
			*** Payment Total			25,399.52	0.00	25,399.52
Payment Number 1180639 Payment Date 10/20/23			Vendor 11173			VERITEXT	Status Issued	
11173 6910283			IX 170	11/16/23		551.00	0.00	551.00
			*** Payment Total			551.00	0.00	551.00
Payment Number 1180640 Payment Date 10/20/23			Vendor 41790			WSP USA DESIGN INC.	Status Issued	
41790 1337064-02			IX 105	09/27/23		298,539.13	0.00	298,539.13
			*** Payment Total			298,539.13	0.00	298,539.13
Payment Number 1180641 Payment Date 10/20/23			Vendor 42752			YOU MATTER INC NFP	Status Issued	
42752 SAGP15			IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
			*** Payment Code CHK Total			1,367,286.80	0.00	1,367,286.80
			Payment Count			39		
			*** Cash Code 1414 Total			1,467,636.28	0.00	1,467,636.28
			Payment Count			43		
			*** Pay Group 1100 USD Total			1,467,636.28	0.00	1,467,636.28
			Payment Count			43		

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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
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User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 3


                    Pay Group: 1200
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102023 -   102023
              Payment Numbers:            -
                 Payment Code:
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Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529936 Payment Date 10/20/23		Vendor 12992		JDF SERVICES INC			Status Issued	
12992	IVC00000007991486		IX 100	10/31/23		3,830.00	0.00	3,830.00
12992	IVC00000008005068		IX 100	11/07/23		4,530.00	0.00	4,530.00
			*** Payment Total			8,360.00	0.00	8,360.00
		*** Payment Code ACH Total				8,360.00	0.00	8,360.00
			Payment Count			1		

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180642 Payment Date 10/20/23		Vendor 10674		AIRGAS USA			Status Issued	
10674	9142060158		IX 100	10/14/23		280.80	0.00	280.80
10674	9142292134		IX 100	10/21/23		318.50	0.00	318.50
10674	9142382918		IX 100	10/25/23		318.50	0.00	318.50
10674	9142573219		IX 100	10/28/23		254.80	0.00	254.80
10674	9142635735		IX 100	11/01/23		210.60	0.00	210.60
10674	9142772129		IX 100	11/04/23		254.80	0.00	254.80
10674	9142859436		IX 100	11/08/23		254.80	0.00	254.80
10674	9142995899		IX 100	11/11/23		191.10	0.00	191.10
			*** Payment Total			2,083.90	0.00	2,083.90
Payment Number 1180643 Payment Date 10/20/23		Vendor 10056		ALCO SALES & SERVICE CO.			Status Issued	
10056	2928154-IN		IX 100	10/29/23		559.60	0.00	559.60
10056	2929130-IN		IX 100	11/02/23		1,732.06	0.00	1,732.06
			*** Payment Total			2,291.66	0.00	2,291.66
Payment Number 1180644 Payment Date 10/20/23		Vendor 38093		ALPHA BAKING COMPANY			Status Issued	
38093	230010271017		IX 100	10/28/23		170.53	0.00	170.53
38093	230010272018		IX 100	10/29/23		151.55	0.00	151.55
38093	230010275007		IX 100	11/01/23		212.08	0.00	212.08
38093	230010276019		IX 100	11/02/23		98.46	0.00	98.46
38093	230010278012		IX 100	11/04/23		164.73	0.00	164.73
38093	230010279017		IX 100	11/05/23		169.88	0.00	169.88
38093	230010282008		IX 100	11/08/23		165.84	0.00	165.84
38093	230010283019		IX 100	11/09/23		217.16	0.00	217.16
			*** Payment Total			1,350.23	0.00	1,350.23
Payment Number 1180645 Payment Date 10/20/23		Vendor 10682		AMERISOURCEBERGEN DRUG CORP			Status Issued	
10682	3150895047		IX 100	11/17/23		71.50	0.00	71.50
			*** Payment Total			71.50	0.00	71.50
Payment Number 1180646 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630665656310 2023		IX 100	11/03/23		417.55	0.00	417.55
			*** Payment Total			417.55	0.00	417.55
Payment Number 1180647 Payment Date 10/20/23		Vendor 10009		AT&T MOBILITY			Status Issued	
10009	287310519682X10082023		IX 100	10/30/23		1,301.03	0.00	1,301.03
10009	287310519682X10082023A		IX 100	10/30/23		91.00	0.00	91.00
			*** Payment Total			1,392.03	0.00	1,392.03
Payment Number 1180648 Payment Date 10/20/23		Vendor 11348		DUPAGE FEDERATION ON HUMAN			Status Issued	
11348	9415		IX 100	10/16/23		88.80	0.00	88.80
			*** Payment Total			88.80	0.00	88.80
Payment Number 1180649 Payment Date 10/20/23		Vendor 42782		HEALTH PRODUCTS FOR YOU			Status Issued	
42782	1996978		IX 100	10/30/23		275.00	0.00	275.00
			*** Payment Total			275.00	0.00	275.00
Payment Number 1180650 Payment Date 10/20/23		Vendor 12987		INOVALON PROVIDER, INC.			Status Issued	

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180650 Payment Date 10/20/23			Vendor 12987			INOVALON PROVIDER, INC.	Status Issued	
12987	23M-0157018		IX 100	11/18/23		77.03	0.00	77.03
			*** Payment Total			77.03	0.00	77.03
Payment Number 1180651 Payment Date 10/20/23			Vendor 20685			LAKESHORE DAIRY INC	Status Issued	
20685	00845463		IX 100	10/21/23		527.24	0.00	527.24
20685	00845684		IX 100	10/22/23		486.75	0.00	486.75
20685	00845944		IX 100	10/25/23		424.39	0.00	424.39
20685	00846312		IX 100	10/27/23		458.24	0.00	458.24
20685	00846583		IX 100	10/29/23		360.94	0.00	360.94
20685	00846679		IX 100	11/01/23		509.89	0.00	509.89
20685	00847107		IX 100	11/03/23		545.79	0.00	545.79
20685	00847489		IX 100	11/05/23		429.14	0.00	429.14
20685	00847599		IX 100	11/08/23		510.64	0.00	510.64
			*** Payment Total			4,253.02	0.00	4,253.02
Payment Number 1180652 Payment Date 10/20/23			Vendor 42777			LINHARDT, NATHAN THOMAS	Status Issued	
42777	EXP20230824		IX 100	10/16/23		43.08	0.00	43.08
			*** Payment Total			43.08	0.00	43.08
Payment Number 1180653 Payment Date 10/20/23			Vendor 13962			MAXIM HEALTHCARE STAFFING	Status Issued	
13962	E10914480283		IX 100	11/04/23		3,066.00	0.00	3,066.00
			*** Payment Total			3,066.00	0.00	3,066.00
Payment Number 1180654 Payment Date 10/20/23			Vendor 30801			MCKESSON MEDICAL - SURGICAL	Status Issued	
30801	21132023		IX 100	10/21/23		204.30	0.00	204.30
30801	21137883		IX 100	10/22/23		1,362.08	0.00	1,362.08
30801	21139649		IX 100	10/23/23		7.92	0.00	7.92
30801	21148516		IX 100	10/26/23		429.92	0.00	429.92
30801	21149736		IX 100	10/26/23		1,291.04	0.00	1,291.04
30801	21151224		IX 100	10/26/23		100.80	0.00	100.80
30801	21151435		IX 100	10/27/23		109.94	0.00	109.94
30801	21158813		IX 100	10/28/23		2,877.80	0.00	2,877.80
30801	21159657		IX 100	10/28/23		432.20	0.00	432.20
30801	21160599		IX 100	10/28/23		95.26	0.00	95.26
30801	21169704		IX 100	11/01/23		2,504.32	0.00	2,504.32
30801	21187549		IX 100	11/04/23		631.88	0.00	631.88
			*** Payment Total			10,047.46	0.00	10,047.46
Payment Number 1180655 Payment Date 10/20/23			Vendor 10299			MEDLINE INDUSTRIES INC	Status Issued	
10299	2287387951		IX 100	11/02/23		404.70	0.00	404.70
			*** Payment Total			404.70	0.00	404.70
Payment Number 1180656 Payment Date 10/20/23			Vendor 39742			MOBILEXUSA	Status Issued	
39742	41988731-XRAY		IX 100	10/30/23		138.16	0.00	138.16
39742	41988732-CARDIAC		IX 100	10/17/23		22.37	0.00	22.37
			*** Payment Total			160.53	0.00	160.53
Payment Number 1180657 Payment Date 10/20/23			Vendor 39742			MOBILEXUSA	Status Issued	

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180657 Payment Date 10/20/23			Vendor 39742			MOBILEXUSA	Status Issued	
39742	41988739-ULTRASOUND		IX 100	10/30/23		105.79	0.00	105.79
			*** Payment Total			105.79	0.00	105.79
Payment Number 1180658 Payment Date 10/20/23			Vendor 37419			NOVASTAFF HEALTHCARE SERVICES	Status Issued	
37419	NS63867		IX 100	10/28/23		11,790.00	0.00	11,790.00
37419	NS63880		IX 100	11/04/23		13,278.00	0.00	13,278.00
			*** Payment Total			25,068.00	0.00	25,068.00
Payment Number 1180659 Payment Date 10/20/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	335458295001		IX 100	11/09/23		105.58	0.00	105.58
39549	335681727001		IX 100	11/03/23		29.94	0.00	29.94
			*** Payment Total			135.52	0.00	135.52
Payment Number 1180660 Payment Date 10/20/23			Vendor 37804			PREFERRED MEDICAL	Status Issued	
37804	8577309		IX 100	11/04/23		419.84	0.00	419.84
			*** Payment Total			419.84	0.00	419.84
Payment Number 1180661 Payment Date 10/20/23			Vendor 28804			PRESCRIPTION SUPPLY INC	Status Issued	
28804	3459123		IX 100	11/10/23		232.40	0.00	232.40
28804	3459124		IX 100	11/10/23		125.68	0.00	125.68
28804	3459125		IX 100	11/10/23		8.10	0.00	8.10
28804	3459215		IX 100	11/10/23		7.41	0.00	7.41
			*** Payment Total			373.59	0.00	373.59
Payment Number 1180662 Payment Date 10/20/23			Vendor 11409			PROFESSIONAL MEDICAL INC	Status Issued	
11409	2337662		IX 100	10/29/23		17.08	0.00	17.08
			*** Payment Total			17.08	0.00	17.08
Payment Number 1180663 Payment Date 10/20/23			Vendor 30134			PTS COMMUNICATIONS INC	Status Issued	
30134	2113286		IX 100	11/11/23		75.00	0.00	75.00
			*** Payment Total			75.00	0.00	75.00
Payment Number 1180664 Payment Date 10/20/23			Vendor 11800			PULMONARY EXCHANGE LTD	Status Issued	
11800	00054243		IX 100	10/30/23		2,120.00	0.00	2,120.00
			*** Payment Total			2,120.00	0.00	2,120.00
Payment Number 1180665 Payment Date 10/20/23			Vendor 26612			SEQIRUS USA, INC.	Status Issued	
26612	9130580587		IX 100	09/15/23		17,575.30	0.00	17,575.30
			*** Payment Total			17,575.30	0.00	17,575.30
Payment Number 1180666 Payment Date 10/20/23			Vendor 41343			SPOTON TRANSACT, LLC	Status Issued	
41343	41941		IX 100	10/30/23		199.00	0.00	199.00
			*** Payment Total			199.00	0.00	199.00
Payment Number 1180667 Payment Date 10/20/23			Vendor 10750			STERICYCLE INC	Status Issued	
10750	8004950898		IX 100	10/30/23		66.56	0.00	66.56
			*** Payment Total			66.56	0.00	66.56

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180668 Payment Date 10/20/23			Vendor 27600			SYMBRIA REHAB INC	Status Issued	
27600	15992560093023		IX 100	10/30/23		45,805.05	0.00	45,805.05
			*** Payment Total			45,805.05	0.00	45,805.05
Payment Number 1180669 Payment Date 10/20/23			Vendor 10555			SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624758049		IX 100	10/28/23		84.51	0.00	84.51
10555	624758051		IX 100	10/28/23		61.80	0.00	61.80
10555	624758053		IX 100	10/28/23		75.76	0.00	75.76
10555	624780007		IX 100	11/04/23		124.00	0.00	124.00
10555	624780008		IX 100	11/04/23		187.49	0.00	187.49
10555	624780014		IX 100	11/04/23		164.04	0.00	164.04
10555	624780018		IX 100	11/04/23		99.43	0.00	99.43
10555	624786338		IX 100	11/06/23		105.79	0.00	105.79
10555	624786347		IX 100	11/06/23		10.46	0.00	10.46
10555	624786348		IX 100	11/06/23		4.61	0.00	4.61
10555	624789430		IX 100	11/08/23		105.79	0.00	105.79
10555	624791137		IX 100	11/08/23		73.95	0.00	73.95
10555	624791140		IX 100	11/08/23		39.33	0.00	39.33
10555	624791141		IX 100	11/08/23		103.70	0.00	103.70
10555	624797431		IX 100	11/11/23		96.08	0.00	96.08
10555	624799361		IX 100	11/11/23		152.26	0.00	152.26
10555	624799362		IX 100	11/11/23		2,609.54	0.00	2,609.54
10555	624799363		IX 100	11/11/23		767.34	0.00	767.34
10555	624799364		IX 100	11/11/23		4,717.83	0.00	4,717.83
10555	624799365		IX 100	11/11/23		710.69	0.00	710.69
10555	624799366		IX 100	11/11/23		1,709.63	0.00	1,709.63
10555	624799367		IX 100	11/11/23		109.73	0.00	109.73
10555	624799368		IX 100	11/11/23		201.45	0.00	201.45
10555	624799369		IX 100	11/11/23		973.47	0.00	973.47
10555	624799370		IX 100	11/11/23		258.54	0.00	258.54
10555	624800016		IX 100	11/12/23		123.54	0.00	123.54
10555	624800110		IX 100	11/12/23		105.79	0.00	105.79
10555	624809954		IX 100	11/15/23		101.07	0.00	101.07
10555	624809956		IX 100	11/15/23		234.87	0.00	234.87
10555	624809957		IX 100	11/15/23		1,042.24	0.00	1,042.24
			*** Payment Total			15,154.73	0.00	15,154.73
Payment Number 1180670 Payment Date 10/20/23			Vendor 36338			VALDES, LLC	Status Issued	
36338	73956		IX 100	09/02/23		97.50	0.00	97.50
			*** Payment Total			97.50	0.00	97.50
Payment Number 1180671 Payment Date 10/20/23			Vendor 39271			WELTER HEALTHCARE PARTNERS	Status Issued	
39271	1950		IX 100	11/03/23		102.50	0.00	102.50
			*** Payment Total			102.50	0.00	102.50
			*** Payment Code CHK Total			133,337.95	0.00	133,337.95
			Payment Count			30		

Bank Account Payment History

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AP255 Date 10/20/23                Pay Group  1200 HEALTH AND WELFARE PAY GROUP    USD                                  Page    6
      Time 13:11                   Bank Account Payment History

                                     Payment Date Range    10/20/23  thru  10/20/23
Cash Code  1414    Bank  071923909                                 Payment Currency  USD
                                         *** Cash Code  1414  Total          141,697.95                0.00          141,697.95
                                                      Payment Count                31

                                     *** Pay Group 1200 USD   Total          141,697.95                0.00          141,697.95
                                                      Payment Count                31
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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:11


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



                 Pay Group: 1300
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
```

Bank Account Payment History

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AP255 Date 10/20/23                Pay Group  1300 PUBLIC SAFETY PAY GROUP        USD                                  Page    1
      Time 13:11                   Bank Account Payment History

                                     Payment Date Range    10/20/23  thru  10/20/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1180672 Payment Date 10/20/23   Vendor     11934        CSC SERVICEWORKS                 Status Issued
    11934 1942337                                IX  120   10/17/23                     60.00              0.00              60.00
                                                    *** Payment Total                60.00              0.00              60.00

Payment Number    1180673 Payment Date 10/20/23   Vendor     39549        ODP BUSINESS SOLUTIONS, LLC      Status Issued
    39549 333699490001                           IX  120   11/04/23                     15.15              0.00              15.15
    39549 333835547001                           IX  120   11/04/23                     76.00              0.00              76.00
                                                    *** Payment Total                91.15              0.00              91.15

Payment Number    1180674 Payment Date 10/20/23   Vendor     26554        STERICYCLE ENVIRONMENTAL         Status Issued
    26554 8004843470                             IX  120   10/30/23                     99.84              0.00              99.84
                                                    *** Payment Total                99.84              0.00              99.84

Payment Number    1180675 Payment Date 10/20/23   Vendor     11772        ULINE                            Status Issued
    11772 169648680                              IX  120   10/17/23                  1,218.50              0.00           1,218.50
                                                    *** Payment Total             1,218.50              0.00           1,218.50

                                          *** Payment Code CHK Total              1,469.49              0.00           1,469.49
                                                      Payment Count                     4

                                          *** Cash Code  1414  Total              1,469.49              0.00           1,469.49
                                                      Payment Count                     4

                                       *** Pay Group 1300 USD   Total             1,469.49              0.00           1,469.49
                                                      Payment Count                     4
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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:11


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



                 Pay Group: 1400
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

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AP255 Date 10/20/23                Pay Group  1400 JUDICIAL PAY GROUP             USD                                   Page    1
      Time 13:11                   Bank Account Payment History

                                     Payment Date Range    10/20/23  thru  10/20/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     529937 Payment Date 10/20/23   Vendor     10932        CONSCISYS CORPORATION            Status Issued
    10932 232891                                IX  101   11/16/23                 91,667.00              0.00          91,667.00
                                                   *** Payment Total           91,667.00                0.00          91,667.00

Payment Number     529938 Payment Date 10/20/23   Vendor     14161        GRAHAM, KELLY                    Status Issued
    14161 092423-093023.PB                      IX  130   10/12/23                    630.00              0.00             630.00
    14161 100123-100723.PB                      IX  130   10/12/23                    435.00              0.00             435.00
                                                   *** Payment Total            1,065.00                0.00           1,065.00

                                          *** Payment Code ACH Total           92,732.00                0.00          92,732.00
                                                     Payment Count                  2
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Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180676 Payment Date 10/20/23			Vendor 10041			IICLE - IL INSTITUTE FOR	Status Issued	
10041	SI301699333		IX 107	10/12/23		30.00	0.00	30.00
10041	SI301699416		IX 107	10/15/23		30.00	0.00	30.00
10041	SI301699462		IX 107	10/29/23		123.75	0.00	123.75
			*** Payment Total			183.75	0.00	183.75
Payment Number 1180677 Payment Date 10/20/23			Vendor 12437			MICROGENICS CORPORATION	Status Issued	
12437	1023224		IX 130	11/10/23		4,157.65	0.00	4,157.65
12437	1023225		IX 130	11/10/23		587.00	0.00	587.00
			*** Payment Total			4,744.65	0.00	4,744.65
Payment Number 1180678 Payment Date 10/20/23			Vendor 11169			THOMSON REUTERS-WEST	Status Issued	
11169	849034674		IX 107	10/31/23		2,502.70	0.00	2,502.70
11169	849036007		IX 107	10/31/23		5,843.94	0.00	5,843.94
11169	849109239		IX 107	10/31/23		8,429.00	0.00	8,429.00
			*** Payment Total			16,775.64	0.00	16,775.64
Payment Number 1180679 Payment Date 10/20/23			Vendor 11064			UNION PACIFIC RAILROAD	Status Issued	
11064	PROB.TRAIN.101223		IX 130	11/11/23		2,700.00	0.00	2,700.00
			*** Payment Total			2,700.00	0.00	2,700.00
		*** Payment Code CHK Total				24,404.04	0.00	24,404.04
		Payment Count				4		
		*** Cash Code 1414 Total				117,136.04	0.00	117,136.04
		Payment Count				6		
	*** Pay Group 1400 USD Total					117,136.04	0.00	117,136.04
		Payment Count				6		

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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:11


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



                 Pay Group: 1500
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/20/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 13:11 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529939 Payment Date 10/20/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	17PX-NKFV-67RD		IX 100	10/31/23		111.96	0.00	111.96
26753	19YJ-44MN-649L		IX 100	10/31/23		515.82	0.00	515.82
26753	1HP6-RNPG-991L		IX 100	10/26/23		538.87	0.00	538.87
26753	1JGP-VW13-GH9X		IX 100	10/21/23		343.88	0.00	343.88
26753	1K3C-D61D-G6JG		IX 100	10/21/23		64.99	0.00	64.99
			*** Payment Total			1,575.52	0.00	1,575.52
Payment Number 529940 Payment Date 10/20/23		Vendor 11655		GEWALT HAMILTON ASSOCIATES INC			Status Issued	
11655	5809-01 WO1		IX 100	08/19/23		4,285.51	0.00	4,285.51
			*** Payment Total			4,285.51	0.00	4,285.51
Payment Number 529941 Payment Date 10/20/23		Vendor 10029		R W DUNTEMAN CO			Status Issued	
10029	5825-PE11 FINAL		IX 101	10/28/23		286,565.81	0.00	286,565.81
			*** Payment Total			286,565.81	0.00	286,565.81
			*** Payment Code ACH Total			292,426.84	0.00	292,426.84
			Payment Count			3		

AP255 Date 10/20/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2
Time 13:11 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180680 Payment Date 10/20/23		Vendor 41480		AL WARREN OIL CO INC			Status Issued	
41480	W1594217		IX 100	10/21/23		1,317.50	0.00	1,317.50
41480	W1596860		IX 100	11/02/23		1,755.60	0.00	1,755.60
41480	W1597038		IX 100	11/03/23		1,940.00	0.00	1,940.00
			*** Payment Total			5,013.10	0.00	5,013.10
Payment Number 1180681 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630250749410 2023		IX 100	10/31/23		47.47	0.00	47.47
			*** Payment Total			47.47	0.00	47.47
Payment Number 1180682 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630350136510 2023		IX 100	10/31/23		51.48	0.00	51.48
			*** Payment Total			51.48	0.00	51.48
Payment Number 1180683 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630654853510 2023		IX 100	11/03/23		46.72	0.00	46.72
			*** Payment Total			46.72	0.00	46.72
Payment Number 1180684 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630916601509 2023		IX 100	10/28/23		48.81	0.00	48.81
			*** Payment Total			48.81	0.00	48.81
Payment Number 1180685 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630968118009 2023		IX 100	10/28/23		51.41	0.00	51.41
			*** Payment Total			51.41	0.00	51.41
Payment Number 1180686 Payment Date 10/20/23		Vendor 10008		AT&T			Status Issued	
10008	630916659409 2023		IX 100	10/28/23		44.38	0.00	44.38
			*** Payment Total			44.38	0.00	44.38
Payment Number 1180687 Payment Date 10/20/23		Vendor 11290		AMERICAN POWER EQUIPMENT			Status Issued	
11290	501774		IX 100	09/10/23		688.50	0.00	688.50
			*** Payment Total			688.50	0.00	688.50
Payment Number 1180688 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	0147013376 101123		IX 100	11/10/23		46.36	0.00	46.36
			*** Payment Total			46.36	0.00	46.36
Payment Number 1180689 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	0465119297 101123		IX 100	11/10/23		52.84	0.00	52.84
			*** Payment Total			52.84	0.00	52.84
Payment Number 1180690 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	0507147471 101123		IX 100	11/10/23		63.15	0.00	63.15
			*** Payment Total			63.15	0.00	63.15
Payment Number 1180691 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	1163090249 101123		IX 100	11/10/23		71.78	0.00	71.78

AP255 Date 10/20/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
Time 13:11 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180691 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
		*** Payment Total				71.78	0.00	71.78
Payment Number 1180692 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	2551113101 101023		IX 100	11/09/23		51.62	0.00	51.62
		*** Payment Total				51.62	0.00	51.62
Payment Number 1180693 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	2971164255 101123		IX 100	11/10/23		46.65	0.00	46.65
		*** Payment Total				46.65	0.00	46.65
Payment Number 1180694 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	3391081078 101123		IX 100	11/10/23		46.99	0.00	46.99
		*** Payment Total				46.99	0.00	46.99
Payment Number 1180695 Payment Date 10/20/23		Vendor 10023		COM ED			Status Issued	
10023	3755169104 101123		IX 100	11/10/23		34.38	0.00	34.38
		*** Payment Total				34.38	0.00	34.38
Payment Number 1180696 Payment Date 10/20/23		Vendor 11779		FASTENAL COMPANY			Status Issued	
11779	ILSOU182317		IX 100	10/27/23		251.82	0.00	251.82
		*** Payment Total				251.82	0.00	251.82
Payment Number 1180697 Payment Date 10/20/23		Vendor 11196		FEDEX			Status Issued	
11196	8-267-40828		IX 100	10/27/23		42.33	0.00	42.33
		*** Payment Total				42.33	0.00	42.33
Payment Number 1180698 Payment Date 10/20/23		Vendor 39696		HALLORAN POWER EQUIPMENT INC			Status Issued	
39696	131320		IX 100	09/28/23		229.05	0.00	229.05
		*** Payment Total				229.05	0.00	229.05
Payment Number 1180699 Payment Date 10/20/23		Vendor 11106		HELM INC			Status Issued	
11106	INVH18177		IX 100	10/11/23		800.00	0.00	800.00
		*** Payment Total				800.00	0.00	800.00
Payment Number 1180700 Payment Date 10/20/23		Vendor 24397		LAKESIDE INTERNATIONAL LLC			Status Issued	
24397	7244731P		IX 100	10/18/23		639.85	0.00	639.85
		*** Payment Total				639.85	0.00	639.85
Payment Number 1180701 Payment Date 10/20/23		Vendor 18004		LU, YIFANG			Status Issued	
18004	EXP20230925		IX 100	10/27/23		140.02	0.00	140.02
		*** Payment Total				140.02	0.00	140.02
Payment Number 1180702 Payment Date 10/20/23		Vendor 12025		MSC INDUSTRIAL SUPPLY CO			Status Issued	
12025	67987527		IX 100	09/13/23		1,428.84	0.00	1,428.84
		*** Payment Total				1,428.84	0.00	1,428.84
Payment Number 1180703 Payment Date 10/20/23		Vendor 11213		NAPA AUTO PARTS			Status Issued	
11213	3627-529920		IX 100	10/14/23		740.50	0.00	740.50

AP255 Date 10/20/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
Time 13:11 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180703 Payment Date 10/20/23			Vendor 11213				NAPA AUTO PARTS	Status Issued	
11213	4496-227725		IX	100	10/19/23		272.28	0.00	272.28
11213	4496-227852		IX	100	10/20/23		41.26	0.00	41.26
11213	4496-228070		IX	100	10/22/23		21.32	0.00	21.32
11213	4496-228072		IX	100	10/22/23		280.96	0.00	280.96
11213	4496-228103		IX	100	10/22/23		288.28	0.00	288.28
11213	4496-228221		IX	100	10/25/23		42.44	0.00	42.44
11213	4496-228223		IX	100	10/25/23		63.00	0.00	63.00
11213	4496-228224		IX	100	10/25/23		220.42	0.00	220.42
11213	4496-228233		IX	100	10/25/23		162.59	0.00	162.59
11213	4496-228235		IX	100	10/25/23		16.08	0.00	16.08
11213	4496-228240		IX	100	10/25/23		815.85	0.00	815.85
11213	4496-228349		IX	100	10/26/23		16.20	0.00	16.20
11213	4496-228350		IX	100	10/26/23		330.63	0.00	330.63
11213	4496-228526		IX	100	10/27/23		58.94	0.00	58.94
			*** Payment Total				3,370.75	0.00	3,370.75
Payment Number 1180704 Payment Date 10/20/23			Vendor 42630				OSTROWSKI, RICHARD	Status Issued	
42630	EXP20230901		IX	100	10/06/23		135.27	0.00	135.27
			*** Payment Total				135.27	0.00	135.27
Payment Number 1180705 Payment Date 10/20/23			Vendor 13068				OZINGA READY MIX CONCRETE INC	Status Issued	
13068	174820		IX	100	10/29/23		3,425.00	0.00	3,425.00
			*** Payment Total				3,425.00	0.00	3,425.00
Payment Number 1180706 Payment Date 10/20/23			Vendor 10694				POMP'S WHOLESALE - JOLIET	Status Issued	
10694	411053081		IX	100	10/12/23		3,559.04	0.00	3,559.04
			*** Payment Total				3,559.04	0.00	3,559.04
Payment Number 1180707 Payment Date 10/20/23			Vendor 10363				PRIORITY PRODUCTS INC.	Status Issued	
10363	994819		IX	100	10/28/23		152.60	0.00	152.60
10363	995123		IX	100	11/01/23		92.32	0.00	92.32
			*** Payment Total				244.92	0.00	244.92
Payment Number 1180708 Payment Date 10/20/23			Vendor 32491				PROFESSIONAL SNOWFIGHTERS	Status Issued	
32491	2023-173		IX	100	09/10/23		2,100.00	0.00	2,100.00
			*** Payment Total				2,100.00	0.00	2,100.00
Payment Number 1180709 Payment Date 10/20/23			Vendor 10045				SNAP-ON INDUSTRIAL	Status Issued	
10045	ARV/57809962		IX	100	07/22/23		422.20	0.00	422.20
10045	ARV/58731691		IX	100	10/15/23		2,194.17	0.00	2,194.17
			*** Payment Total				2,616.37	0.00	2,616.37
Payment Number 1180710 Payment Date 10/20/23			Vendor 11781				STANDARD INDUSTRIAL & AUTO	Status Issued	
11781	WO-00772		IX	100	08/17/23		181.42	0.00	181.42
11781	WO-00989		IX	100	10/22/23		1,087.20	0.00	1,087.20
			*** Payment Total				1,268.62	0.00	1,268.62
Payment Number 1180711 Payment Date 10/20/23			Vendor 11201				UNITED STATES POSTAL SERVICE	Status Issued	

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AP255 Date 10/20/23                Pay Group  1500 HWY STREETS & BRIDGES PAY GRP   USD                                  Page    5
      Time 13:11                   Bank Account Payment History

                                     Payment Date Range    10/20/23  thru  10/20/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1180711 Payment Date 10/20/23   Vendor     11201        UNITED STATES POSTAL SERVICE     Status Issued
    11201 34855593 083123 DOT                    IX  100   09/30/23                     20.38               0.00              20.38
                                                    *** Payment Total                20.38               0.00              20.38

Payment Number    1180712 Payment Date 10/20/23   Vendor     11099        WHOLESALE DIRECT INC             Status Issued
    11099 000265502                              IX  100   11/01/23                    356.20               0.00             356.20
                                                    *** Payment Total               356.20               0.00             356.20

                                          *** Payment Code CHK Total            27,034.10               0.00          27,034.10
                                                      Payment Count                   33

                                          *** Cash Code  1414  Total           319,460.94               0.00         319,460.94
                                                      Payment Count                   36

                                       *** Pay Group 1500 USD   Total           319,460.94               0.00         319,460.94
                                                      Payment Count                   36
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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:11


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



                 Pay Group: 1600
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/20/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 13:11 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529942 Payment Date 10/20/23		Vendor 10903				ENGINEERING RESOURCE ASSOC INC	Status Issued	
10903	W2316100.03		IX 100	10/30/23		1,411.20	0.00	1,411.20
			*** Payment Total			1,411.20	0.00	1,411.20
Payment Number 529943 Payment Date 10/20/23		Vendor 11067				FOX VALLEY FIRE & SAFETY	Status Issued	
11067	IN00634919		IX 100	11/08/23		662.50	0.00	662.50
			*** Payment Total			662.50	0.00	662.50
Payment Number 529944 Payment Date 10/20/23		Vendor 10124				GRAYBAR	Status Issued	
10124	9334020813		IX 100	10/21/23		4,774.03	0.00	4,774.03
			*** Payment Total			4,774.03	0.00	4,774.03
Payment Number 529945 Payment Date 10/20/23		Vendor 10922				SCARCE	Status Issued	
10922	2023-0904		IX 100	10/19/23		5,480.75	0.00	5,480.75
			*** Payment Total			5,480.75	0.00	5,480.75
			*** Payment Code ACH Total			12,328.48	0.00	12,328.48
			Payment Count			4		

AP255 Date 10/20/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 2
Time 13:11 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180713 Payment Date 10/20/23			Vendor 10008			AT&T	Status Issued	
10008	630963477309 2023		IX 100	10/19/23		50.77	0.00	50.77
			*** Payment Total			50.77	0.00	50.77
Payment Number 1180714 Payment Date 10/20/23			Vendor 10023			COM ED	Status Issued	
10023	6102003007 092623		IX 100	10/26/23		718.58	0.00	718.58
			*** Payment Total			718.58	0.00	718.58
Payment Number 1180715 Payment Date 10/20/23			Vendor 32415			ENVIRONMENTAL CONSULTING &	Status Issued	
32415	235088		IX 100	11/09/23		3,977.50	0.00	3,977.50
			*** Payment Total			3,977.50	0.00	3,977.50
Payment Number 1180716 Payment Date 10/20/23			Vendor 17912			FALSEY, MARY BETH	Status Issued	
17912	EXP20230821		IX 100	09/20/23		1,650.00	0.00	1,650.00
			*** Payment Total			1,650.00	0.00	1,650.00
Payment Number 1180717 Payment Date 10/20/23			Vendor 10716			FLEET SAFETY SUPPLY	Status Issued	
10716	81245		IX 100	08/17/23		2,479.44	0.00	2,479.44
			*** Payment Total			2,479.44	0.00	2,479.44
Payment Number 1180718 Payment Date 10/20/23			Vendor 28186			HAZCHEM ENVIRONMENTAL CORP	Status Issued	
28186	23-46845		IX 100	10/27/23		2,175.80	0.00	2,175.80
			*** Payment Total			2,175.80	0.00	2,175.80
Payment Number 1180719 Payment Date 10/20/23			Vendor 12448			TROTTER & ASSOCIATES INC	Status Issued	
12448	22114		IX 100	08/30/23		18,390.69	0.00	18,390.69
12448	22219		IX 100	09/26/23		22,069.75	0.00	22,069.75
			*** Payment Total			40,460.44	0.00	40,460.44
Payment Number 1180720 Payment Date 10/20/23			Vendor 37581			FAVIA INVESTMENTS LTD	Status Issued	
37581	184552		IX 100	09/29/23		555.93	0.00	555.93
			*** Payment Total			555.93	0.00	555.93
			*** Payment Code CHK Total			52,068.46	0.00	52,068.46
			Payment Count			8		
			*** Cash Code 1414 Total			64,396.94	0.00	64,396.94
			Payment Count			12		
			*** Pay Group 1600 USD Total			64,396.94	0.00	64,396.94
			Payment Count			12		

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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:12


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



                 Pay Group: 2000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/20/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
Time 13:12 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529946 Payment Date 10/20/23			Vendor 10843		K-FIVE HODGKINS LLC			Status Issued	
10843	50757		IX	100	08/31/23		56.81	0.00	56.81
10843	50759		IX	100	08/31/23		983.88	0.00	983.88
10843	50761		IX	100	08/31/23		584.61	0.00	584.61
10843	50763		IX	100	08/31/23		299.82	0.00	299.82
10843	50765		IX	100	08/31/23		90.49	0.00	90.49
			*** Payment Total				2,015.61	0.00	2,015.61
		*** Payment Code ACH Total					2,015.61	0.00	2,015.61
			Payment Count				1		

AP255 Date 10/20/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2
Time 13:12 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180721 Payment Date 10/20/23			Vendor 26948			ADVANCE AUTO PARTS	Status Issued	
26948	2377-947196		IX 100	09/14/23		173.90	0.00	173.90
			*** Payment Total			173.90	0.00	173.90
Payment Number 1180722 Payment Date 10/20/23			Vendor 37389			AEP ENERGY	Status Issued	
37389	3014485541 100323		IX 100	11/02/23		22,557.44	0.00	22,557.44
37389	3014485563 100123		IX 100	10/31/23		375.96	0.00	375.96
			*** Payment Total			22,933.40	0.00	22,933.40
Payment Number 1180723 Payment Date 10/20/23			Vendor 21195			ALLEGRA MARKETING PRINT MAIL	Status Issued	
21195	39776		IX 100	09/13/23		196.72	0.00	196.72
			*** Payment Total			196.72	0.00	196.72
Payment Number 1180724 Payment Date 10/20/23			Vendor 10008			AT&T	Status Issued	
10008	630369292110 2023		IX 100	11/06/23		55.71	0.00	55.71
10008	630428315009 2023		IX 100	10/28/23		51.41	0.00	51.41
10008	630964720710 2023		IX 100	11/06/23		294.74	0.00	294.74
10008	630964750310 2023		IX 100	11/06/23		567.39	0.00	567.39
10008	630985030510 2023		IX 100	11/03/23		130.39	0.00	130.39
10008	630985480210 2023		IX 100	11/03/23		54.86	0.00	54.86
			*** Payment Total			1,154.50	0.00	1,154.50
Payment Number 1180725 Payment Date 10/20/23			Vendor 10959			CITY OF NAPERVILLE	Status Issued	
10959	16166		IX 100	10/16/23		293.00	0.00	293.00
			*** Payment Total			293.00	0.00	293.00
Payment Number 1180726 Payment Date 10/20/23			Vendor 10023			COM ED	Status Issued	
10023	0623768007 100323		IX 100	11/02/23		18,669.69	0.00	18,669.69
			*** Payment Total			18,669.69	0.00	18,669.69
Payment Number 1180727 Payment Date 10/20/23			Vendor 10023			COM ED	Status Issued	
10023	0623707004 092923		IX 100	10/29/23		1,326.82	0.00	1,326.82
10023	6904229014 100223		IX 100	11/01/23		31.57	0.00	31.57
			*** Payment Total			1,358.39	0.00	1,358.39
Payment Number 1180728 Payment Date 10/20/23			Vendor 20874			CYLINDERS INC.	Status Issued	
20874	13352		IX 100	09/16/23		6,870.86	0.00	6,870.86
			*** Payment Total			6,870.86	0.00	6,870.86
Payment Number 1180729 Payment Date 10/20/23			Vendor 10028			DREISILKER ELECTRIC MOTORS	Status Issued	
10028	I248229		IX 100	09/13/23		1,037.96	0.00	1,037.96
			*** Payment Total			1,037.96	0.00	1,037.96
Payment Number 1180730 Payment Date 10/20/23			Vendor 11196			FEDEX	Status Issued	
11196	8-267-72077		IX 100	10/27/23		88.60	0.00	88.60
11196	8-274-95267		IX 100	11/03/23		90.06	0.00	90.06
11196	8-282-80189		IX 100	11/10/23		39.00	0.00	39.00
			*** Payment Total			217.66	0.00	217.66

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Time 13:12 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180731 Payment Date 10/20/23			Vendor 38645			FEHR GRAHAM & ASSOCIATES LLC	Status Issued	
38645	118070		IX 100	09/24/23		2,170.56	0.00	2,170.56
			*** Payment Total			2,170.56	0.00	2,170.56
Payment Number 1180732 Payment Date 10/20/23			Vendor 10996			FIRST ENVIRONMENTAL LABS INC	Status Issued	
10996	177335		IX 100	08/31/23		405.60	0.00	405.60
			*** Payment Total			405.60	0.00	405.60
Payment Number 1180733 Payment Date 10/20/23			Vendor 10716			FLEET SAFETY SUPPLY	Status Issued	
10716	81414		IX 100	09/10/23		777.59	0.00	777.59
10716	81555		IX 100	10/09/23		2,500.68	0.00	2,500.68
			*** Payment Total			3,278.27	0.00	3,278.27
Payment Number 1180734 Payment Date 10/20/23			Vendor 10102			G.W. BERKHEIMER CO., INC.	Status Issued	
10102	7457682		IX 100	09/30/23		40.65	0.00	40.65
10102	7457710		IX 100	09/30/23		55.00	0.00	55.00
			*** Payment Total			95.65	0.00	95.65
Payment Number 1180735 Payment Date 10/20/23			Vendor 27954			GROOT INC	Status Issued	
27954	11334967T098		IX 100	10/31/23		2,134.52	0.00	2,134.52
			*** Payment Total			2,134.52	0.00	2,134.52
Payment Number 1180736 Payment Date 10/20/23			Vendor 27954			GROOT, INC	Status Issued	
27954	11196031T098		IX 100	10/01/23		4,877.52	0.00	4,877.52
			*** Payment Total			4,877.52	0.00	4,877.52
Payment Number 1180737 Payment Date 10/20/23			Vendor 12234			HAWKINS INC	Status Issued	
12234	6551984		IX 100	09/14/23		40.00	0.00	40.00
12234	6553004		IX 100	09/14/23		10.00	0.00	10.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1180738 Payment Date 10/20/23			Vendor 11219			HOME DEPOT CREDIT SERVICES	Status Issued	
11219	0174 0231 082823		IX 100	09/27/23		1,172.49	0.00	1,172.49
11219	0174 0231 082823A		IX 100	09/27/23		14.97	0.00	14.97
			*** Payment Total			1,187.46	0.00	1,187.46
Payment Number 1180739 Payment Date 10/20/23			Vendor 39824			JH METROLOGY CO., INC	Status Issued	
39824	58726		IX 100	09/28/23		145.00	0.00	145.00
			*** Payment Total			145.00	0.00	145.00
Payment Number 1180740 Payment Date 10/20/23			Vendor 27225			MANSFIELD POWER AND GAS	Status Issued	
27225	MNS246005		IX 100	11/11/23		4,623.21	0.00	4,623.21
			*** Payment Total			4,623.21	0.00	4,623.21
Payment Number 1180741 Payment Date 10/20/23			Vendor 14218			MB CONTROLS LLC	Status Issued	
14218	1341		IX 100	11/01/23		770.30	0.00	770.30
			*** Payment Total			770.30	0.00	770.30
Payment Number 1180742 Payment Date 10/20/23			Vendor 10139			MCMASTER-CARR	Status Issued	

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Time 13:12 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180742 Payment Date 10/20/23		Vendor 10139		MCMASTER-CARR			Status Issued	
10139	11933627		IX 100	08/31/23		811.53	0.00	811.53
10139	12407151		IX 100	09/08/23		319.40	0.00	319.40
10139	12617544		IX 100	09/13/23		9.84	0.00	9.84
10139	12844009		IX 100	09/16/23		161.78	0.00	161.78
10139	12995108		IX 100	09/20/23		482.00	0.00	482.00
10139	13301034		IX 100	09/24/23		120.58	0.00	120.58
10139	13637123		IX 100	09/30/23		225.69	0.00	225.69
			*** Payment Total			2,130.82	0.00	2,130.82
Payment Number 1180743 Payment Date 10/20/23		Vendor 10148		NEENAH FOUNDRY COMPANY			Status Issued	
10148	123146		IX 100	09/08/23		1,320.00	0.00	1,320.00
			*** Payment Total			1,320.00	0.00	1,320.00
Payment Number 1180744 Payment Date 10/20/23		Vendor 10057		NICOR GAS COMPANY			Status Issued	
10057	G64031469-9B9AH		IX 100	10/26/23		201.08	0.00	201.08
			*** Payment Total			201.08	0.00	201.08
Payment Number 1180745 Payment Date 10/20/23		Vendor 11761		PACE ANALYTICAL SERVICES INC			Status Issued	
11761	I9570717		IX 100	11/02/23		35.00	0.00	35.00
			*** Payment Total			35.00	0.00	35.00
Payment Number 1180746 Payment Date 10/20/23		Vendor 20894		PAYMENTUS CORP			Status Issued	
20894	INV-15-140090		IX 100	10/30/23		568.60	0.00	568.60
			*** Payment Total			568.60	0.00	568.60
Payment Number 1180747 Payment Date 10/20/23		Vendor 11394		POLYDYNE INC			Status Issued	
11394	1768406		IX 100	10/01/23		7,022.40	0.00	7,022.40
			*** Payment Total			7,022.40	0.00	7,022.40
Payment Number 1180748 Payment Date 10/20/23		Vendor 11154		PORTER PIPE & SUPPLY			Status Issued	
11154	12637443-00		IX 100	09/10/23		82.88	0.00	82.88
			*** Payment Total			82.88	0.00	82.88
Payment Number 1180749 Payment Date 10/20/23		Vendor 41637		SWANSON, MELISSA			Status Issued	
41637	101238-10100242_0423		100	05/17/23		116.81	0.00	116.81
			*** Payment Total			116.81	0.00	116.81
Payment Number 1180750 Payment Date 10/20/23		Vendor 11706		TAMELING INDUSTRIES INC			Status Issued	
11706	0183970-IN		IX 100	09/30/23		466.56	0.00	466.56
			*** Payment Total			466.56	0.00	466.56
Payment Number 1180751 Payment Date 10/20/23		Vendor 41336		TSC, INC.			Status Issued	
41336	179813-2		IX 100	06/07/23		28.50	0.00	28.50
41336	179813-3		IX 100	06/07/23		300.00	0.00	300.00
41336	179813-4		IX 100	06/07/23		732.00	0.00	732.00
			*** Payment Total			1,060.50	0.00	1,060.50
Payment Number 1180752 Payment Date 10/20/23		Vendor 11812		USA BLUEBOOK			Status Issued	

Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180752 Payment Date 10/20/23		Vendor 11812		USA BLUEBOOK			Status Issued	
11812	INV00091955		IX 100	08/31/23		478.45	0.00	478.45
			*** Payment Total			478.45	0.00	478.45
Payment Number 1180753 Payment Date 10/20/23		Vendor 12584		VILLA PARK ELECTRICAL SUPPLY			Status Issued	
12584	250119-00		IX 100	09/30/23		856.80	0.00	856.80
			*** Payment Total			856.80	0.00	856.80
Payment Number 1180754 Payment Date 10/20/23		Vendor 41413		WHITE CAP, L.P.			Status Issued	
41413	50023086667		IX 100	08/25/23		220.76	0.00	220.76
			*** Payment Total			220.76	0.00	220.76
			*** Payment Code CHK Total			87,204.83	0.00	87,204.83
			Payment Count			34		
			*** Cash Code 1414 Total			89,220.44	0.00	89,220.44
			Payment Count			35		
			*** Pay Group 2000 USD Total			89,220.44	0.00	89,220.44
			Payment Count			35		

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AP255 Date: 10/20/23           JOB SUBMISSION PARAMETERS
      Time: 13:12


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



                 Pay Group: 5000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102023 -   102023
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529947 Payment Date 10/20/23			Vendor 17853			CATHER, JANET	Status Issued	
17853	MIL20230905		IX 202	10/17/23		51.75	0.00	51.75
			*** Payment Total			51.75	0.00	51.75
Payment Number 529948 Payment Date 10/20/23			Vendor 28463			CATHOLIC CHARITIES OF THE ARCH	Status Issued	
28463	SEPTEMBER 2023A		IX 101	11/15/23		12,051.65	0.00	12,051.65
			*** Payment Total			12,051.65	0.00	12,051.65
Payment Number 529949 Payment Date 10/20/23			Vendor 23461			DUPAGE COUNTY COMMUNITY	Status Issued	
23461	DHS-24-1919		IX 209	10/17/23		200.00	0.00	200.00
23461	WOOD GLEN C.H SEP23		IX 101	10/17/23		933.00	0.00	933.00
			*** Payment Total			1,133.00	0.00	1,133.00
Payment Number 529950 Payment Date 10/20/23			Vendor 10652			DUPAGE PADS INC	Status Issued	
10652	ES22-03#13		IX 103	11/16/23		4,664.31	0.00	4,664.31
10652	ES23-04#2		IX 103	11/17/23		7,434.37	0.00	7,434.37
10652	HM20-04B#21		IX 103	11/16/23		10,560.31	0.00	10,560.31
			*** Payment Total			22,658.99	0.00	22,658.99
Payment Number 529951 Payment Date 10/20/23			Vendor 14166			HEALTHY AIR HEATING & AIR INC	Status Issued	
14166	39306		IX 101	09/09/23		9,614.18	0.00	9,614.18
14166	41452		IX 101	10/16/23		9,327.03	0.00	9,327.03
			*** Payment Total			18,941.21	0.00	18,941.21
Payment Number 529952 Payment Date 10/20/23			Vendor 18848			HERRING, SHATONYA	Status Issued	
18848	TRV20231002		IX 101	10/17/23		564.85	0.00	564.85
			*** Payment Total			564.85	0.00	564.85
Payment Number 529953 Payment Date 10/20/23			Vendor 20972			JACOBS, SABINE	Status Issued	
20972	TRV20231002		IX 101	11/01/23		604.07	0.00	604.07
			*** Payment Total			604.07	0.00	604.07
Payment Number 529954 Payment Date 10/20/23			Vendor 10348			PEOPLES RESOURCE CENTER	Status Issued	
10348	CD23-09#4		IX 103	11/16/23		11,805.59	0.00	11,805.59
			*** Payment Total			11,805.59	0.00	11,805.59
Payment Number 529955 Payment Date 10/20/23			Vendor 27659			SIMMONS, IMANI	Status Issued	
27659	MIL20230905		IX 202	10/17/23		74.67	0.00	74.67
			*** Payment Total			74.67	0.00	74.67
Payment Number 529956 Payment Date 10/20/23			Vendor 28258			SINGER, MICHELLE	Status Issued	
28258	MIL20230905		IX 202	10/18/23		95.04	0.00	95.04
			*** Payment Total			95.04	0.00	95.04
Payment Number 529957 Payment Date 10/20/23			Vendor 18799			STRAFFORD-AHMED, GINA R	Status Issued	
18799	EXP20231017		IX 101	11/16/23		201.77	0.00	201.77
18799	TRV20230913		IX 101	10/18/23		45.26	0.00	45.26
			*** Payment Total			247.03	0.00	247.03

Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529958 Payment Date 10/20/23		Vendor 23956		VAZQUEZ, KARINA			Status Issued	
23956	MIL20230905		IX 202	10/17/23		82.99	0.00	82.99
			*** Payment Total			82.99	0.00	82.99
Payment Number 529959 Payment Date 10/20/23		Vendor 30640		WASHINGTON, DE'ANDREA			Status Issued	
30640	TRV20231002		IX 101	10/17/23		601.92	0.00	601.92
			*** Payment Total			601.92	0.00	601.92
		*** Payment Code ACH Total				68,912.76	0.00	68,912.76
			Payment Count			13		

AP255 Date 10/20/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD
Time 13:12 Bank Account Payment History

Payment Date Range 10/20/23 thru 10/20/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180755 Payment Date 10/20/23			Vendor 13527			360 YOUTH SERVICES	Status Issued	
13527	SEP23		IX 101	11/11/23		13,831.65	0.00	13,831.65
			*** Payment Total			13,831.65	0.00	13,831.65
Payment Number 1180756 Payment Date 10/20/23			Vendor 42789			A4 INVESTMENTS, LLC	Status Issued	
42789	DHS-24-1960		IX 209	11/12/23		2,900.00	0.00	2,900.00
			*** Payment Total			2,900.00	0.00	2,900.00
Payment Number 1180757 Payment Date 10/20/23			Vendor 13737			NORTHWEST HOME CARE- ABCOR	Status Issued	
13737	39317		IX 101	11/13/23		32.00	0.00	32.00
			*** Payment Total			32.00	0.00	32.00
Payment Number 1180758 Payment Date 10/20/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	287304391276X10082023		IX 202	10/30/23		3,362.46	0.00	3,362.46
			*** Payment Total			3,362.46	0.00	3,362.46
Payment Number 1180759 Payment Date 10/20/23			Vendor 20273			AVANATH NAPERVILLE LLC	Status Issued	
20273	IACAA-24-1958		IX 101	10/19/23		1,374.00	0.00	1,374.00
			*** Payment Total			1,374.00	0.00	1,374.00
Payment Number 1180760 Payment Date 10/20/23			Vendor 26267			BOATRIGHT, LISA	Status Issued	
26267	MIL20230901		IX 202	10/17/23		218.70	0.00	218.70
			*** Payment Total			218.70	0.00	218.70
Payment Number 1180761 Payment Date 10/20/23			Vendor 30611			BUTCHER, MEGHAN	Status Issued	
30611	082223 082923		IX 202	10/16/23		172.06	0.00	172.06
			*** Payment Total			172.06	0.00	172.06
Payment Number 1180762 Payment Date 10/20/23			Vendor 11610			CITY OF AURORA	Status Issued	
11610	287965-9508 100323		IX 101	11/02/23		387.89	0.00	387.89
			*** Payment Total			387.89	0.00	387.89
Payment Number 1180763 Payment Date 10/20/23			Vendor 10959			CITY OF NAPERVILLE	Status Issued	
10959	218326		IX 101	10/18/23		25,231.00	0.00	25,231.00
			*** Payment Total			25,231.00	0.00	25,231.00
Payment Number 1180764 Payment Date 10/20/23			Vendor 18783			GAYDOS, AMY L	Status Issued	
18783	MIL20230902		IX 202	10/02/23		84.69	0.00	84.69
			*** Payment Total			84.69	0.00	84.69
Payment Number 1180765 Payment Date 10/20/23			Vendor 11852			IACAA	Status Issued	
11852	101323CH		IX 101	11/12/23		1,000.00	0.00	1,000.00
			*** Payment Total			1,000.00	0.00	1,000.00
Payment Number 1180766 Payment Date 10/20/23			Vendor 33081			ILLINOIS HOME CARE SPECIALISTS	Status Issued	
33081	2301RC		IX 101	10/17/23		1,700.00	0.00	1,700.00
33081	2302RC		IX 101	10/17/23		1,737.50	0.00	1,737.50
			*** Payment Total			3,437.50	0.00	3,437.50

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AP255 Date 10/20/23                Pay Group  5000 DUPAGE COUNTY GRANTS PAY GROUP  USD                                Page    4
      Time 13:12                   Bank Account Payment History

                                     Payment Date Range    10/20/23  thru  10/20/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1180767 Payment Date 10/20/23   Vendor     42556        THE GARDENWORKS PROJECT          Status Issued
    42556 1015                                  IX  101   10/17/23                 14,000.00              0.00          14,000.00
                                                   *** Payment Total            14,000.00              0.00          14,000.00

Payment Number    1180768 Payment Date 10/20/23   Vendor     37291        TMIF II ELLYN CROSSING           Status Issued
    37291 IACAA-24-1952                         IX  101   11/03/23                  2,000.00              0.00           2,000.00
                                                   *** Payment Total             2,000.00              0.00           2,000.00

Payment Number    1180769 Payment Date 10/20/23   Vendor     37291        TMIF II ELLYN CROSSING           Status Issued
    37291 IACAA-24-1963                         IX  101   11/10/23                  1,385.00              0.00           1,385.00
                                                   *** Payment Total             1,385.00              0.00           1,385.00

Payment Number    1180770 Payment Date 10/20/23   Vendor     42765        WHEATON VILLAGE NURSING AND      Status Issued
    42765 5241-01 100223A                       IX  101   11/01/23                  2,000.00              0.00           2,000.00
                                                   *** Payment Total             2,000.00              0.00           2,000.00

Payment Number    1180771 Payment Date 10/20/23   Vendor     38953        YOUNG-CLAYBORN, TARISSA          Status Issued
    38953 MIL20230912                           IX  202   10/17/23                     44.08              0.00              44.08
                                                   *** Payment Total                44.08              0.00              44.08

                                          *** Payment Code CHK Total            71,461.03              0.00          71,461.03
                                                      Payment Count                 17

                                          *** Cash Code  1414  Total           140,373.79              0.00         140,373.79
                                                      Payment Count                 30

                                       *** Pay Group 5000 USD   Total           140,373.79              0.00         140,373.79
                                                      Payment Count                 30
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Payment of Claims

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

File #: 23-3462 **Agenda Date:** 11/14/2023 **Agenda #:** 8.C.

```
AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:48


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


                    Pay Group: 1000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102423 -   102423
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529960 Payment Date 10/24/23			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	19QH-H4WL-RCV7		IX	100	10/23/23		155.32	0.00	155.32
26753	1J4D-9KRP-4X7L		IX	100	10/18/23		54.99	0.00	54.99
26753	1KYY-CG4Y-V3V6		IX	100	11/08/23		142.98	0.00	142.98
26753	1M16-F6ND-7FCR		IX	100	11/11/23		6.08	0.00	6.08
			*** Payment Total				359.37	0.00	359.37
Payment Number 529961 Payment Date 10/24/23			Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	MJ58265		IX	100	11/03/23		101.70	0.00	101.70
			*** Payment Total				101.70	0.00	101.70
Payment Number 529962 Payment Date 10/24/23			Vendor 12383				CINTA, LILI	Status Issued	
12383	100423KT		IX	100	11/12/23		80.00	0.00	80.00
			*** Payment Total				80.00	0.00	80.00
Payment Number 529963 Payment Date 10/24/23			Vendor 19717				DPCO STATE'S ATTY INVEST ACCT	Status Issued	
19717	CK6427		IX	100	11/09/23		207.00	0.00	207.00
19717	CK6428		IX	100	11/15/23		70.00	0.00	70.00
19717	CK6429		IX	100	11/15/23		6.63	0.00	6.63
19717	CK6430		IX	100	11/15/23		6.25	0.00	6.25
			*** Payment Total				289.88	0.00	289.88
Payment Number 529964 Payment Date 10/24/23			Vendor 37180				FAILLO, MARY E	Status Issued	
37180	6202023		IX	100	11/16/23		572.00	0.00	572.00
37180	9272023		IX	100	11/17/23		972.00	0.00	972.00
			*** Payment Total				1,544.00	0.00	1,544.00
Payment Number 529965 Payment Date 10/24/23			Vendor 20497				GARDNER, JORI L	Status Issued	
20497	13		IX	100	11/17/23		68.00	0.00	68.00
			*** Payment Total				68.00	0.00	68.00
			*** Payment Code ACH Total				2,442.95	0.00	2,442.95
			Payment Count				6		

AP255 Date 10/24/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180774 Payment Date 10/24/23			Vendor 19882			A & A CLINICAL COUNSELING	Status Issued	
19882	22JD159MELCHORSEPT23		IX 100	11/11/23		243.75	0.00	243.75
			*** Payment Total			243.75	0.00	243.75
Payment Number 1180775 Payment Date 10/24/23			Vendor 10442			ADMIRAL VALVE	Status Issued	
10442	111185		IX 100	10/26/23		5,150.00	0.00	5,150.00
			*** Payment Total			5,150.00	0.00	5,150.00
Payment Number 1180776 Payment Date 10/24/23			Vendor 13782			AHW LLC - HAMPSHIRE	Status Issued	
13782	11732198		IX 100	10/29/23		650.65	0.00	650.65
13782	11732200		IX 100	10/29/23		106.36	0.00	106.36
			*** Payment Total			757.01	0.00	757.01
Payment Number 1180777 Payment Date 10/24/23			Vendor 41943			AIR FILTER SOLUTIONS, LLC	Status Issued	
41943	1955-1		IX 100	10/31/23		2,257.02	0.00	2,257.02
			*** Payment Total			2,257.02	0.00	2,257.02
Payment Number 1180778 Payment Date 10/24/23			Vendor 10671			ALPHAGRAPHICS	Status Issued	
10671	175159		IX 100	10/15/23		126.21	0.00	126.21
			*** Payment Total			126.21	0.00	126.21
Payment Number 1180779 Payment Date 10/24/23			Vendor 11309			APPLIED INDUSTRIAL	Status Issued	
11309	7028004298		IX 100	10/28/23		31.41	0.00	31.41
			*** Payment Total			31.41	0.00	31.41
Payment Number 1180780 Payment Date 10/24/23			Vendor 12120			ARCADIA TRAVEL & CRUISES INC	Status Issued	
12120	11038		IX 100	10/17/23		557.80	0.00	557.80
12120	11042		IX 100	10/17/23		2,003.40	0.00	2,003.40
12120	11043		IX 100	10/17/23		539.80	0.00	539.80
12120	ITIN30114		IX 100	10/17/23		250.00	0.00	250.00
12120	ITIN30115		IX 100	10/17/23		150.00	0.00	150.00
			*** Payment Total			3,501.00	0.00	3,501.00
Payment Number 1180781 Payment Date 10/24/23			Vendor 42712			ARVANITIS, BRANDY NICOLE	Status Issued	
42712	FEE ARB 090723		IX 100	10/18/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1180782 Payment Date 10/24/23			Vendor 10008			AT&T	Status Issued	
10008	630499751008 2023		IX 100	09/21/23		49.53	0.00	49.53
			*** Payment Total			49.53	0.00	49.53
Payment Number 1180783 Payment Date 10/24/23			Vendor 10008			AT&T	Status Issued	
10008	630499751009 2023		IX 100	10/22/23		47.99	0.00	47.99
			*** Payment Total			47.99	0.00	47.99
Payment Number 1180784 Payment Date 10/24/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	287303454712X10082023		IX 100	10/30/23		351.84	0.00	351.84
10009	287304391276X10082023		IX 100	10/30/23		1,694.87	0.00	1,694.87

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AP255 Date 10/24/23                 Pay Group  1000 GENERAL FUND PAY GROUP          USD                                  Page    3
      Time 11:50                    Bank Account Payment History

                                      Payment Date Range    10/24/23  thru  10/24/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1180784 Payment Date 10/24/23   Vendor     10009        AT&T MOBILITY                    Status Issued
                                                    *** Payment Total            2,046.71                0.00            2,046.71

Payment Number    1180785 Payment Date 10/24/23   Vendor     11059        AUGUSTINO'S ROCK AND ROLL DELI   Status Issued
    11059 101623 #9926                           IX  100   11/15/23                   195.18                0.00              195.18
                                                    *** Payment Total              195.18                0.00              195.18

Payment Number    1180786 Payment Date 10/24/23   Vendor     42779        AXI INTERNATIONAL CORPORATION    Status Issued
    42779 1035059                                IX  100   10/26/23                14,890.82                0.00           14,890.82
                                                    *** Payment Total           14,890.82                0.00           14,890.82

Payment Number    1180787 Payment Date 10/24/23   Vendor     30951        BDO                              Status Issued
    30951 002090134                              IX  100   11/15/23                   330.00                0.00              330.00
                                                    *** Payment Total              330.00                0.00              330.00

Payment Number    1180788 Payment Date 10/24/23   Vendor     10216        CANON FINANCIAL SERVICES INC     Status Issued
    10216 31357491                               IX  100   11/11/23                   826.00                0.00              826.00
                                                    *** Payment Total              826.00                0.00              826.00

Payment Number    1180789 Payment Date 10/24/23   Vendor     10216        CANON SOLUTIONS AMERICA INC      Status Issued
    10216 6005262439                             IX  100   09/19/23                   112.10                0.00              112.10
                                                    *** Payment Total              112.10                0.00              112.10

Payment Number    1180790 Payment Date 10/24/23   Vendor     10019        CENTRAL DUPAGE HOSPITAL ASSN     Status Issued
    10019 6000082950                             IX  100   11/04/23                   355.00                0.00              355.00
                                                    *** Payment Total              355.00                0.00              355.00

Payment Number    1180791 Payment Date 10/24/23   Vendor     14191        CHARLES ROHDE LAW OFFICES OF     Status Issued
    14191 332                                    IX  100   10/14/23                 2,080.00                0.00            2,080.00
                                                    *** Payment Total            2,080.00                0.00            2,080.00

Payment Number    1180792 Payment Date 10/24/23   Vendor     12097        CIOX HEALTH                      Status Issued
    12097 0430838518                             IX  100   10/12/23                   108.93                0.00              108.93
    12097 0434344173                             IX  100   11/09/23                    34.56                0.00               34.56
                                                    *** Payment Total              143.49                0.00              143.49

Payment Number    1180793 Payment Date 10/24/23   Vendor     12382        COMCAST                          Status Issued
    12382 8771200601889831101523                 IX  100   11/14/23                   538.35                0.00              538.35
                                                    *** Payment Total              538.35                0.00              538.35

Payment Number    1180794 Payment Date 10/24/23   Vendor     12382        COMCAST                          Status Issued
    12382 8771200470648508100723                 IX  100   11/06/23                   156.85                0.00              156.85
                                                    *** Payment Total              156.85                0.00              156.85

Payment Number    1180795 Payment Date 10/24/23   Vendor     34625        DOCU-SHRED, INC                  Status Issued
    34625 50718                                  IX  100   11/11/23                   110.00                0.00              110.00
                                                    *** Payment Total              110.00                0.00              110.00

Payment Number    1180796 Payment Date 10/24/23   Vendor     41961        DZIEWIOR, JAIME T.               Status Issued
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AP255 Date 10/24/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180796 Payment Date 10/24/23			Vendor 41961			DZIEWIOR, JAIME T.	Status Issued	
41961	9292023C		IX 100	11/17/23		972.00	0.00	972.00
			*** Payment Total			972.00	0.00	972.00
Payment Number 1180797 Payment Date 10/24/23			Vendor 10111			FAMILY SHELTER SERVICE INC	Status Issued	
10111	1824000-2023-9		IX 100	10/27/23		7,083.33	0.00	7,083.33
			*** Payment Total			7,083.33	0.00	7,083.33
Payment Number 1180798 Payment Date 10/24/23			Vendor 11196			FEDEX	Status Issued	
11196	8-282-58075		IX 100	11/10/23		42.51	0.00	42.51
			*** Payment Total			42.51	0.00	42.51
Payment Number 1180799 Payment Date 10/24/23			Vendor 11196			FEDEX	Status Issued	
11196	8-268-34884		IX 100	10/27/23		6.48	0.00	6.48
11196	8-282-02423		IX 100	11/10/23		62.31	0.00	62.31
11196	8-282-59229		IX 100	11/10/23		31.09	0.00	31.09
			*** Payment Total			99.88	0.00	99.88
Payment Number 1180800 Payment Date 10/24/23			Vendor 12314			FIREGROUND SUPPLY INC	Status Issued	
12314	24110		IX 100	11/05/23		122.99	0.00	122.99
			*** Payment Total			122.99	0.00	122.99
Payment Number 1180801 Payment Date 10/24/23			Vendor 34678			GARVEY'S OFFICE PRODUCTS	Status Issued	
34678	PINV2478982		IX 100	11/01/23		48.00	0.00	48.00
34678	PINV2482440		IX 100	11/09/23		36.00	0.00	36.00
			*** Payment Total			84.00	0.00	84.00
Payment Number 1180802 Payment Date 10/24/23			Vendor 19276			HENRY SCHEIN, INC	Status Issued	
19276	57522949		IX 100	11/01/23		54.26	0.00	54.26
			*** Payment Total			54.26	0.00	54.26
Payment Number 1180803 Payment Date 10/24/23			Vendor 10347			IIA - CHICAGO CHAPTER	Status Issued	
10347	79647056		IX 100	11/11/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1180804 Payment Date 10/24/23			Vendor 10241			ILLINOIS TOLLWAY	Status Issued	
10241	G125000008963		IX 100	11/03/23		25.05	0.00	25.05
			*** Payment Total			25.05	0.00	25.05
Payment Number 1180805 Payment Date 10/24/23			Vendor 10443			INFORM USA	Status Issued	
10443	3-8630R		IX 100	11/02/23		99.00	0.00	99.00
10443	3-8665R		IX 100	11/05/23		99.00	0.00	99.00
			*** Payment Total			198.00	0.00	198.00
Payment Number 1180806 Payment Date 10/24/23			Vendor 12550			INTERPRENET LTD	Status Issued	
12550	60470		IX 100	10/19/23		19,099.00	0.00	19,099.00
			*** Payment Total			19,099.00	0.00	19,099.00
Payment Number 1180807 Payment Date 10/24/23			Vendor 39225			ISOLVED INC	Status Issued	

AP255 Date 10/24/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180807 Payment Date 10/24/23			Vendor 39225			ISOLVED INC	Status Issued	
39225	46576-2		IX 100	11/09/23		401.50	0.00	401.50
			*** Payment Total			401.50	0.00	401.50
Payment Number 1180808 Payment Date 10/24/23			Vendor 42783			LISA A. KOTRBA & ASSOCIATES,	Status Issued	
42783	20480		IX 100	08/28/23		195.00	0.00	195.00
			*** Payment Total			195.00	0.00	195.00
Payment Number 1180809 Payment Date 10/24/23			Vendor 11529			MAXIMUS INC	Status Issued	
11529	001-2023		IX 100	10/30/23		5,950.00	0.00	5,950.00
			*** Payment Total			5,950.00	0.00	5,950.00
Payment Number 1180810 Payment Date 10/24/23			Vendor 30735			MCKILLIP, BRIAN	Status Issued	
30735	FEE ARB 090723		IX 100	10/18/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1180811 Payment Date 10/24/23			Vendor 10851			MENARDS - WEST CHICAGO	Status Issued	
10851	83816		IX 100	11/11/23		44.96	0.00	44.96
			*** Payment Total			44.96	0.00	44.96
Payment Number 1180812 Payment Date 10/24/23			Vendor 42713			MERRYWEATHER, SARAH ANN	Status Issued	
42713	FEE ARB 090723		IX 100	10/18/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1180813 Payment Date 10/24/23			Vendor 30126			MULLEN, WINTHERS & CERNY PC	Status Issued	
30126	SEPTEMBER 2023		IX 100	11/02/23		3,500.00	0.00	3,500.00
			*** Payment Total			3,500.00	0.00	3,500.00
Payment Number 1180814 Payment Date 10/24/23			Vendor 42769			MYERS, CHRISTOPHER	Status Issued	
42769	PRF.REIM.MYERS.100423		IX 100	10/13/23		625.00	0.00	625.00
			*** Payment Total			625.00	0.00	625.00
Payment Number 1180815 Payment Date 10/24/23			Vendor 28996			NASER, EVA Y	Status Issued	
28996	473		IX 100	11/16/23		236.33	0.00	236.33
28996	474		IX 100	11/18/23		326.33	0.00	326.33
28996	475		IX 100	11/19/23		236.33	0.00	236.33
			*** Payment Total			798.99	0.00	798.99
Payment Number 1180816 Payment Date 10/24/23			Vendor 10185			NEUCO INC	Status Issued	
10185	7118737		IX 100	10/28/23		3,523.69	0.00	3,523.69
			*** Payment Total			3,523.69	0.00	3,523.69
Payment Number 1180817 Payment Date 10/24/23			Vendor 10057			NICOR GAS	Status Issued	
10057	12019818058 090123		IX 100	10/01/23		49.79	0.00	49.79
			*** Payment Total			49.79	0.00	49.79
Payment Number 1180818 Payment Date 10/24/23			Vendor 19217			CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P537044721		IX 100	09/17/23		11.05	0.00	11.05
19217	P537044771		IX 100	09/16/23		11.05	0.00	11.05

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Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180818 Payment Date 10/24/23		Vendor 19217					CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P537044791		IX	100	09/17/23		11.05	0.00	11.05
19217	P537044851		IX	100	09/24/23		24.90	0.00	24.90
19217	P537044881		IX	100	09/22/23		35.05	0.00	35.05
19217	P537044921		IX	100	09/21/23		35.05	0.00	35.05
19217	P537044961		IX	100	09/21/23		85.94	0.00	85.94
19217	P537044971		IX	100	09/23/23		24.90	0.00	24.90
19217	P537045001		IX	100	09/24/23		39.05	0.00	39.05
19217	P537045021		IX	100	09/21/23		66.40	0.00	66.40
19217	P537045051		IX	100	09/22/23		24.90	0.00	24.90
19217	P537045061		IX	100	09/23/23		24.90	0.00	24.90
19217	P537045161		IX	100	09/22/23		35.05	0.00	35.05
19217	P537045171		IX	100	09/23/23		35.05	0.00	35.05
19217	P537045211		IX	100	09/23/23		35.05	0.00	35.05
19217	P537045221		IX	100	09/22/23		87.10	0.00	87.10
19217	P537045231		IX	100	09/21/23		87.10	0.00	87.10
19217	P537045261		IX	100	09/22/23		35.05	0.00	35.05
19217	P537045281		IX	100	09/23/23		24.90	0.00	24.90
19217	P537045311		IX	100	09/24/23		39.05	0.00	39.05
19217	P537045371		IX	100	09/27/23		35.05	0.00	35.05
19217	P537045411		IX	100	09/24/23		11.05	0.00	11.05
19217	P537045441		IX	100	09/28/23		24.90	0.00	24.90
19217	P537045481		IX	100	09/29/23		39.05	0.00	39.05
19217	P537045491		IX	100	09/28/23		35.05	0.00	35.05
19217	P537045521		IX	100	10/01/23		11.05	0.00	11.05
19217	P537045541		IX	100	09/29/23		35.05	0.00	35.05
19217	P537045561		IX	100	09/24/23		84.90	0.00	84.90
19217	P537045571		IX	100	09/27/23		87.10	0.00	87.10
19217	P537045591		IX	100	09/25/23		84.90	0.00	84.90
19217	P537045641		IX	100	09/26/23		24.90	0.00	24.90
19217	P537045661		IX	100	09/25/23		66.90	0.00	66.90
19217	P537045861		IX	100	10/12/23		11.05	0.00	11.05
19217	P537423300		IX	100	10/14/23		28.35	0.00	28.35
		*** Payment Total					1,351.89	0.00	1,351.89
Payment Number 1180819 Payment Date 10/24/23		Vendor 39549					ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	329886503001		IX	100	10/21/23		494.82	0.00	494.82
39549	331675939001		IX	100	10/21/23		35.26	0.00	35.26
39549	332615657001		IX	100	11/10/23		70.32	0.00	70.32
39549	332781309001		IX	100	10/18/23		27.76	0.00	27.76
39549	332822612001		IX	100	11/04/23		10.39	0.00	10.39
39549	332833921001		IX	100	10/20/23		64.77	0.00	64.77
39549	332836017001		IX	100	11/04/23		19.99	0.00	19.99
39549	333860556001		IX	100	11/04/23		183.41	0.00	183.41
39549	334401142001		IX	100	11/02/23		67.13	0.00	67.13
39549	335756214001		IX	100	11/03/23		661.18	0.00	661.18
39549	336029349001		IX	100	11/05/23		335.42	0.00	335.42
39549	336442092001		IX	100	11/12/23		143.13	0.00	143.13

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Payment Date Range 10/24/23 thru 10/24/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180819 Payment Date 10/24/23		Vendor 39549			ODP BUSINESS SOLUTIONS, LLC		Status Issued	
		*** Payment Total				2,113.58	0.00	2,113.58
Payment Number 1180820 Payment Date 10/24/23		Vendor 29508			OKUNSKAYA, TATIANA		Status Issued	
29508	2023 #64		IX 100	11/16/23		140.00	0.00	140.00
29508	2023 #65		IX 100	11/18/23		140.00	0.00	140.00
29508	2023 #66		IX 100	11/22/23		140.00	0.00	140.00
		*** Payment Total				420.00	0.00	420.00
Payment Number 1180821 Payment Date 10/24/23		Vendor 10369			PADDOCK PUBLICATIONS INC		Status Issued	
10369	267540		IX 100	11/01/23		103.50	0.00	103.50
		*** Payment Total				103.50	0.00	103.50
Payment Number 1180822 Payment Date 10/24/23		Vendor 10749			PARTS TOWN LLC		Status Issued	
10749	2100529152		IX 100	10/29/23		1,048.62	0.00	1,048.62
		*** Payment Total				1,048.62	0.00	1,048.62
Payment Number 1180823 Payment Date 10/24/23		Vendor 18715			PETERS, EVELYN G		Status Issued	
18715	EXP20230919		IX 100	10/19/23		75.00	0.00	75.00
		*** Payment Total				75.00	0.00	75.00
Payment Number 1180824 Payment Date 10/24/23		Vendor 14259			PICCONY, ELLEN		Status Issued	
14259	092623EP		IX 100	11/09/23		454.50	0.00	454.50
		*** Payment Total				454.50	0.00	454.50
Payment Number 1180825 Payment Date 10/24/23		Vendor 20792			PLUS PROFESSIONAL TRANSLATION		Status Issued	
20792	5580		IX 100	11/15/23		1,540.00	0.00	1,540.00
		*** Payment Total				1,540.00	0.00	1,540.00
Payment Number 1180826 Payment Date 10/24/23		Vendor 11406			QUADIENT, INC		Status Issued	
11406	60482378		IX 100	10/24/23		4,680.76	0.00	4,680.76
11406	60518098		IX 100	11/05/23		2,700.92	0.00	2,700.92
		*** Payment Total				7,381.68	0.00	7,381.68
Payment Number 1180827 Payment Date 10/24/23		Vendor 26479			SHERIFF ADMINISTRATIVE ACCOUNT		Status Issued	
26479	CK10073		IX 100	11/10/23		95.00	0.00	95.00
26479	CK10074		IX 100	11/10/23		43.00	0.00	43.00
26479	CK10075		IX 100	11/11/23		162.72	0.00	162.72
26479	CK10076		IX 100	11/15/23		125.00	0.00	125.00
		*** Payment Total				425.72	0.00	425.72
Payment Number 1180828 Payment Date 10/24/23		Vendor 27620			SIDDIQA, ASRA		Status Issued	
27620	00034		IX 100	11/18/23		1,056.00	0.00	1,056.00
		*** Payment Total				1,056.00	0.00	1,056.00
Payment Number 1180829 Payment Date 10/24/23		Vendor 32899			STATEWIDE PUBLISHING, LLC		Status Issued	
32899	936265-20		IX 100	10/27/23		90.00	0.00	90.00
32899	936266-20		IX 100	10/27/23		90.00	0.00	90.00
32899	936601-20		IX 100	11/17/23		90.00	0.00	90.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180829 Payment Date 10/24/23			Vendor 32899			STATEWIDE PUBLISHING, LLC	Status Issued	
32899	936696-20		IX 100	11/17/23		90.00	0.00	90.00
			*** Payment Total			360.00	0.00	360.00
Payment Number 1180830 Payment Date 10/24/23			Vendor 26991			STRATUS AUDIO INC	Status Issued	
26991	SIN550796		IX 100	11/09/23		353.29	0.00	353.29
			*** Payment Total			353.29	0.00	353.29
Payment Number 1180831 Payment Date 10/24/23			Vendor 30382			T-MOBILE USA INC	Status Issued	
30382	9547671445		IX 100	11/08/23		125.00	0.00	125.00
			*** Payment Total			125.00	0.00	125.00
Payment Number 1180832 Payment Date 10/24/23			Vendor 29851			TECHNOLOGY MANAGEMENT REV FUND	Status Issued	
29851	T2404943		IX 100	10/18/23		761.05	0.00	761.05
			*** Payment Total			761.05	0.00	761.05
Payment Number 1180833 Payment Date 10/24/23			Vendor 40904			RUBBER STAMPS UNLIMITED	Status Issued	
40904	84949		IX 100	11/18/23		341.45	0.00	341.45
			*** Payment Total			341.45	0.00	341.45
Payment Number 1180834 Payment Date 10/24/23			Vendor 29839			THOMPSON, KATHERINE	Status Issued	
29839	EXP20231016		IX 100	10/17/23		23.36	0.00	23.36
			*** Payment Total			23.36	0.00	23.36
Payment Number 1180835 Payment Date 10/24/23			Vendor 13311			TRELLIS FARM & GARDEN	Status Issued	
13311	451650		IX 100	10/20/23		2,393.24	0.00	2,393.24
			*** Payment Total			2,393.24	0.00	2,393.24
Payment Number 1180836 Payment Date 10/24/23			Vendor 10001			UNITED PARCEL SERVICE (UPS)	Status Issued	
10001	0000644732093		IX 100	04/03/23		30.00	0.00	30.00
10001	0000644732103		IX 100	04/10/23		30.00	0.00	30.00
10001	0000644732113		IX 100	04/17/23		30.00	0.00	30.00
10001	0000644732123		IX 100	04/24/23		30.00	0.00	30.00
10001	0000644732193		IX 100	06/12/23		38.14	0.00	38.14
10001	0000644732203		IX 100	06/19/23		30.00	0.00	30.00
10001	0000644732213		IX 100	06/26/23		30.00	0.00	30.00
10001	0000644732223		IX 100	07/03/23		30.00	0.00	30.00
10001	0000644732233		IX 100	07/10/23		30.00	0.00	30.00
10001	0000644732243		IX 100	07/17/23		30.00	0.00	30.00
10001	0000644732253		IX 100	07/24/23		30.00	0.00	30.00
10001	0000644732263		IX 100	07/31/23		30.00	0.00	30.00
10001	0000644732273		IX 100	08/07/23		30.00	0.00	30.00
10001	0000644732283		IX 100	08/14/23		30.00	0.00	30.00
10001	0000644732293		IX 100	08/21/23		30.00	0.00	30.00
10001	0000644732303		IX 100	08/28/23		30.00	0.00	30.00
10001	0000644732313		IX 100	09/04/23		30.00	0.00	30.00
10001	0000644732323		IX 100	09/11/23		30.00	0.00	30.00
10001	0000644732333		IX 100	09/18/23		30.00	0.00	30.00
10001	0000644732343		IX 100	09/25/23		30.00	0.00	30.00

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Payment Date Range 10/24/23 thru 10/24/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180836 Payment Date 10/24/23			Vendor 10001			UNITED PARCEL SERVICE (UPS)	Status Issued	
10001	0000644732353		IX 100	10/02/23		30.00	0.00	30.00
10001	0000644732363		IX 100	10/09/23		30.00	0.00	30.00
10001	0000644732373		IX 100	10/16/23		30.00	0.00	30.00
10001	0000644732383		IX 100	10/23/23		6.00	0.00	6.00
10001	0000644732393		IX 100	10/30/23		6.00	0.00	6.00
10001	0000644732403		IX 100	11/06/23		6.00	0.00	6.00
			*** Payment Total			716.14	0.00	716.14
Payment Number 1180837 Payment Date 10/24/23			Vendor 11201			UNITED STATES POSTAL SERVICE	Status Issued	
11201	100623		IX 100	11/05/23		424.00	0.00	424.00
			*** Payment Total			424.00	0.00	424.00
Payment Number 1180838 Payment Date 10/24/23			Vendor 10597			VERIZON	Status Issued	
10597	9945704284		IX 100	10/31/23		1,839.36	0.00	1,839.36
			*** Payment Total			1,839.36	0.00	1,839.36
Payment Number 1180839 Payment Date 10/24/23			Vendor 12471			WINFIELD LABORATORY	Status Issued	
12471	WLCP000000613241E		IX 100	09/16/23		22.47	0.00	22.47
12471	WLCP000000613871E		IX 100	09/17/23		14.17	0.00	14.17
12471	WLCP000000613872E		IX 100	09/17/23		3.71	0.00	3.71
12471	WLCP000000615631E		IX 100	09/20/23		40.31	0.00	40.31
12471	WLCP000000615632E		IX 100	09/20/23		63.11	0.00	63.11
12471	WLCP000000615669E		IX 100	09/21/23		64.72	0.00	64.72
12471	WLCP000000615675E		IX 100	09/21/23		20.20	0.00	20.20
12471	WLCP000000615675EA		IX 100	09/21/23		5.18	0.00	5.18
12471	WLCP000000615676E		IX 100	09/21/23		3.71	0.00	3.71
12471	WLCP000000615705E		IX 100	09/21/23		12.90	0.00	12.90
12471	WLCP000000615705EA		IX 100	09/21/23		1.68	0.00	1.68
12471	WLCP000000615758E		IX 100	09/21/23		47.75	0.00	47.75
12471	WLCP000000615758EA		IX 100	09/21/23		.86	0.00	.86
12471	WLCP000000616232E		IX 100	09/22/23		23.87	0.00	23.87
12471	WLCP000000616233E		IX 100	09/22/23		.84	0.00	.84
12471	WLCP000000616240E		IX 100	09/22/23		12.64	0.00	12.64
12471	WLCP000000616241E		IX 100	09/22/23		6.64	0.00	6.64
12471	WLCP000000616265E		IX 100	09/22/23		11.22	0.00	11.22
12471	WLCP000000616266E		IX 100	09/22/23		29.50	0.00	29.50
12471	WLCP000000616266EA		IX 100	09/22/23		44.80	0.00	44.80
12471	WLCP000000616312E		IX 100	09/22/23		10.29	0.00	10.29
12471	WLCP000000616831E		IX 100	09/22/23		9.60	0.00	9.60
12471	WLCP000000616872E		IX 100	09/23/23		7.01	0.00	7.01
12471	WLCP000000616896E		IX 100	09/23/23		16.05	0.00	16.05
12471	WLCP000000616896EA		IX 100	09/23/23		.84	0.00	.84
12471	WLCP000000616936E		IX 100	09/23/23		10.29	0.00	10.29
12471	WLCP000000616937E		IX 100	09/23/23		14.53	0.00	14.53
12471	WLCP000000616937EA		IX 100	09/23/23		7.13	0.00	7.13
12471	WLCP000000617416E		IX 100	09/24/23		31.46	0.00	31.46
12471	WLCP000000617416EA		IX 100	09/24/23		35.40	0.00	35.40
12471	WLCP000000617417E		IX 100	09/24/23		.84	0.00	.84

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Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180839 Payment Date 10/24/23		Vendor 12471		WINFIELD LABORATORY			Status Issued	
12471	WLCP000000617424E		IX 100	09/24/23		7.01	0.00	7.01
12471	WLCP000000617454E		IX 100	09/24/23		.84	0.00	.84
12471	WLCP000000617455E		IX 100	09/24/23		34.44	0.00	34.44
12471	WLCP000000617455EA		IX 100	09/24/23		41.81	0.00	41.81
12471	WLCP000000617455EB		IX 100	09/24/23		7.30	0.00	7.30
12471	WLCP000000617482E		IX 100	09/24/23		10.29	0.00	10.29
12471	WLCP000000619366E		IX 100	09/28/23		3.04	0.00	3.04
12471	WLCP000000619367E		IX 100	09/28/23		5.18	0.00	5.18
12471	WLCP000000619406E		IX 100	09/28/23		8.05	0.00	8.05
12471	WLCP000000619407E		IX 100	09/28/23		3.04	0.00	3.04
12471	WLCP000000620041E		IX 100	09/29/23		4.43	0.00	4.43
12471	WLCP000000621134E		IX 100	10/01/23		21.79	0.00	21.79
12471	WLCP000000621134EA		IX 100	10/01/23		28.38	0.00	28.38
			*** Payment Total			749.32	0.00	749.32
Payment Number 1180840 Payment Date 10/24/23		Vendor 12560		WINFIELD PATHOLOGY CONSULTANTS			Status Issued	
12560	WPCA000000156762E		IX 100	09/17/23		28.25	0.00	28.25
			*** Payment Total			28.25	0.00	28.25
			*** Payment Code CHK Total			101,103.32	0.00	101,103.32
			Payment Count			67		
			*** Cash Code 1414 Total			103,546.27	0.00	103,546.27
			Payment Count			73		
			*** Pay Group 1000 USD Total			103,546.27	0.00	103,546.27
			Payment Count			73		

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AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:50


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



                 Pay Group: 1100
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102423 -   102423
           Payment Numbers:            -
              Payment Code:
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Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529966 Payment Date 10/24/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	16TT-166V-PQ17		IX 120	10/18/23		24.99	0.00	24.99
26753	16TT-166V-PQ17 A		IX 120	10/18/23		149.98	0.00	149.98
			*** Payment Total			174.97	0.00	174.97
Payment Number 529967 Payment Date 10/24/23		Vendor 11452		EARTHWERKS LAND IMPROVEMENT &			Status Issued	
11452	1-LUFKIN POND -999		IX 105	09/15/23		941,155.65-	0.00	941,155.65-
11452	1-LUFKIN POND 999A		105	09/15/23		941,155.65	0.00	941,155.65
11452	2-LUFKIN POND		IX 105	10/22/23		323,192.13	0.00	323,192.13
11452	5795-2		IX 105	10/15/23		81,423.20	0.00	81,423.20
			*** Payment Total			404,615.33	0.00	404,615.33
Payment Number 529968 Payment Date 10/24/23		Vendor 40582		LAMP INCORPORATED			Status Issued	
40582	3131996		IX 105	09/30/23		19,551.00	0.00	19,551.00
			*** Payment Total			19,551.00	0.00	19,551.00
Payment Number 529969 Payment Date 10/24/23		Vendor 11895		NORTHERN ILLINOIS FOOD BANK			Status Issued	
11895	NIFB-11		IX 105	11/15/23		102,890.00	0.00	102,890.00
			*** Payment Total			102,890.00	0.00	102,890.00
			*** Payment Code ACH Total			527,231.30	0.00	527,231.30
			Payment Count			4		

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Payment Date Range 10/24/23 thru 10/24/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180841 Payment Date 10/24/23			Vendor 12943			ANIMALS DESERVING OF PROPER	Status Issued	
12943	082823 LUNA		IX 120	09/27/23		400.00	0.00	400.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1180842 Payment Date 10/24/23			Vendor 21744			ABC PLUMBING HEATING COOLING	Status Issued	
21744	RES-RRR-23-002510		IX 170	11/17/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1180843 Payment Date 10/24/23			Vendor 42796			ALIF FOUNDATION	Status Issued	
42796	SAGP25		IX 105	10/26/23		1,600.00	0.00	1,600.00
			*** Payment Total			1,600.00	0.00	1,600.00
Payment Number 1180844 Payment Date 10/24/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	287304391276X10082023		IX 105	10/30/23		1.25	0.00	1.25
10009	287304391276X10082023A		IX 105	10/30/23		243.32	0.00	243.32
			*** Payment Total			244.57	0.00	244.57
Payment Number 1180845 Payment Date 10/24/23			Vendor 42809			BURR RIDGE COMMUNITY PARK	Status Issued	
42809	SAGP32		IX 105	10/26/23		5,000.00	0.00	5,000.00
			*** Payment Total			5,000.00	0.00	5,000.00
Payment Number 1180846 Payment Date 10/24/23			Vendor 11565			CAREER & NETWORKING CENTER	Status Issued	
11565	SAGP33		IX 105	10/26/23		11,212.00	0.00	11,212.00
			*** Payment Total			11,212.00	0.00	11,212.00
Payment Number 1180847 Payment Date 10/24/23			Vendor 10074			CITY OF WHEATON	Status Issued	
10074	22424		IX 105	03/17/23		70,488.32	0.00	70,488.32
10074	22425		IX 105	05/25/23		15,051.96	0.00	15,051.96
			*** Payment Total			85,540.28	0.00	85,540.28
Payment Number 1180848 Payment Date 10/24/23			Vendor 25205			CLEAR LOSS PREVENTION INC	Status Issued	
25205	71849		IX 160	11/16/23		10,488.31	0.00	10,488.31
			*** Payment Total			10,488.31	0.00	10,488.31
Payment Number 1180849 Payment Date 10/24/23			Vendor 42797			COMMUNITY ACCESS NAPERVILLE	Status Issued	
42797	SAGP26		IX 105	10/26/23		11,212.00	0.00	11,212.00
			*** Payment Total			11,212.00	0.00	11,212.00
Payment Number 1180850 Payment Date 10/24/23			Vendor 39918			COVETRUS PHARMACY SERVICES	Status Issued	
39918	99999902703147		IX 120	10/27/23		387.98	0.00	387.98
			*** Payment Total			387.98	0.00	387.98
Payment Number 1180851 Payment Date 10/24/23			Vendor 25497			DANADA VETERINARY HOSPITAL PC	Status Issued	
25497	504049		IX 120	08/19/23		225.00	0.00	225.00
25497	504986		IX 120	08/30/23		300.00	0.00	300.00
25497	505019		IX 120	08/30/23		400.00	0.00	400.00
25497	505134		IX 120	08/31/23		300.00	0.00	300.00
25497	505234		IX 120	09/01/23		400.00	0.00	400.00
25497	506862		IX 120	09/16/23		400.00	0.00	400.00

AP255 Date 10/24/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 3
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180851 Payment Date 10/24/23			Vendor 25497			DANADA VETERINARY HOSPITAL PC	Status Issued	
			*** Payment Total			2,025.00	0.00	2,025.00
Payment Number 1180852 Payment Date 10/24/23			Vendor 42787			ELMHURST WALK-IN-ASSISTANCE	Status Issued	
42787	SAGP19		IX 105	10/26/23		17,000.00	0.00	17,000.00
			*** Payment Total			17,000.00	0.00	17,000.00
Payment Number 1180853 Payment Date 10/24/23			Vendor 11372			FILTERED SERVICES INC	Status Issued	
11372	INV348970		IX 105	09/10/23		2,584.17	0.00	2,584.17
			*** Payment Total			2,584.17	0.00	2,584.17
Payment Number 1180854 Payment Date 10/24/23			Vendor 42805			FRIENDS OF FREYA INC.	Status Issued	
42805	SAGP30		IX 105	10/26/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1180855 Payment Date 10/24/23			Vendor 42806			GROW WELLNESS FOUNDATION	Status Issued	
42806	SAGP31		IX 105	10/26/23		10,424.24	0.00	10,424.24
			*** Payment Total			10,424.24	0.00	10,424.24
Payment Number 1180856 Payment Date 10/24/23			Vendor 10241			ILLINOIS TOLLWAY	Status Issued	
10241	G125000007974		IX 170	11/03/23		199.10	0.00	199.10
			*** Payment Total			199.10	0.00	199.10
Payment Number 1180857 Payment Date 10/24/23			Vendor 42785			KIDS AGAINST HUNGER - ILLINOIS	Status Issued	
42785	SAGP20		IX 105	10/26/23		4,500.00	0.00	4,500.00
			*** Payment Total			4,500.00	0.00	4,500.00
Payment Number 1180858 Payment Date 10/24/23			Vendor 12095			KONEWKO & ASSOCIATES LTD	Status Issued	
12095	2023-11		IX 170	11/12/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 1180859 Payment Date 10/24/23			Vendor 39090			VST, LLC	Status Issued	
39090	INV0007094		IX 120	10/26/23		775.43	0.00	775.43
			*** Payment Total			775.43	0.00	775.43
Payment Number 1180860 Payment Date 10/24/23			Vendor 42784			MY HALF	Status Issued	
42784	SAGP21		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180861 Payment Date 10/24/23			Vendor 10057			NICOR GAS	Status Issued	
10057	41473210007 091323		IX 120	10/13/23		512.30	0.00	512.30
			*** Payment Total			512.30	0.00	512.30
Payment Number 1180862 Payment Date 10/24/23			Vendor 10369			PADDOCK PUBLICATIONS INC	Status Issued	
10369	267497		IX 170	10/25/23		446.20	0.00	446.20
			*** Payment Total			446.20	0.00	446.20
Payment Number 1180863 Payment Date 10/24/23			Vendor 42798			RESTORATIVE RESOURCES	Status Issued	
42798	SAGP27		IX 105	10/26/23		3,000.00	0.00	3,000.00

AP255 Date 10/24/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 4
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180863 Payment Date 10/24/23			Vendor 42798			RESTORATIVE RESOURCES	Status Issued	
			*** Payment Total			3,000.00	0.00	3,000.00
Payment Number 1180864 Payment Date 10/24/23			Vendor 42786			ROOTS AND WINGS ALAS Y RAICES	Status Issued	
42786	SAGP22		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180865 Payment Date 10/24/23			Vendor 42751			THE CENTER CORACLES	Status Issued	
42751	SAGP24		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180866 Payment Date 10/24/23			Vendor 10638			THE CONSERVATION FOUNDATION	Status Issued	
10638	ARPA-4		IX 105	11/15/23		16,439.28	0.00	16,439.28
			*** Payment Total			16,439.28	0.00	16,439.28
Payment Number 1180867 Payment Date 10/24/23			Vendor 42781			TROTZ, DAVID JOHN	Status Issued	
42781	4913-1		IX 105	10/18/23		3,000.00	0.00	3,000.00
			*** Payment Total			3,000.00	0.00	3,000.00
Payment Number 1180868 Payment Date 10/24/23			Vendor 42799			UNITED COMMUNITY CONCERNS	Status Issued	
42799	SAGP28		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180869 Payment Date 10/24/23			Vendor 11201			UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 083123 AS		IX 120	09/30/23		754.48	0.00	754.48
			*** Payment Total			754.48	0.00	754.48
Payment Number 1180870 Payment Date 10/24/23			Vendor 22532			UNIVERSITY OF ILLINOIS	Status Issued	
22532	580071		IX 120	10/27/23		67.00	0.00	67.00
22532	580072		IX 120	10/27/23		67.00	0.00	67.00
			*** Payment Total			134.00	0.00	134.00
Payment Number 1180871 Payment Date 10/24/23			Vendor 11173			VERITEXT	Status Issued	
11173	6805355		IX 102	09/28/23		347.64	0.00	347.64
			*** Payment Total			347.64	0.00	347.64
Payment Number 1180872 Payment Date 10/24/23			Vendor 42807			WESTMONT LIONS FOUNDATION	Status Issued	
42807	SAGP29		IX 105	10/26/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1180873 Payment Date 10/24/23			Vendor 16103			WINFIELD TOWNSHIP	Status Issued	
16103	I23-005		IX 170	11/09/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 1180874 Payment Date 10/24/23			Vendor 13688			YWCA METROPOLITAN CHICAGO	Status Issued	
13688	20231013		IX 105	11/12/23		556,684.00	0.00	556,684.00
			*** Payment Total			556,684.00	0.00	556,684.00

Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23

Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code CHK Total				881,010.98	0.00	881,010.98
		Payment Count				34		
		*** Cash Code 1414 Total				1,408,242.28	0.00	1,408,242.28
		Payment Count				38		
		*** Pay Group 1100 USD Total				1,408,242.28	0.00	1,408,242.28
		Payment Count				38		

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AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:50


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


                    Pay Group: 1200
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102423 -   102423
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 11:50 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529970 Payment Date 10/24/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1RJM-6LW4-76NF		IX 100	11/19/23		69.97	0.00	69.97
			*** Payment Total			69.97	0.00	69.97
			*** Payment Code ACH Total			69.97	0.00	69.97
			Payment Count			1		

Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180875 Payment Date 10/24/23			Vendor 10674				AIRGAS USA	Status Issued	
10674	9141220784		IX	100	09/20/23		870.87	0.00	870.87
10674	9143134271		IX	100	11/15/23		318.50	0.00	318.50
10674	9143226804		IX	100	11/18/23		127.40	0.00	127.40
			*** Payment Total				1,316.77	0.00	1,316.77
Payment Number 1180876 Payment Date 10/24/23			Vendor 13695				BEACONMEDAES LLC	Status Issued	
13695	1123726032		IX	100	10/22/23		3,840.00	0.00	3,840.00
			*** Payment Total				3,840.00	0.00	3,840.00
Payment Number 1180877 Payment Date 10/24/23			Vendor 29912				CAPINPIN, RUBEN S	Status Issued	
29912	EXP20230903		IX	100	10/23/23		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1180878 Payment Date 10/24/23			Vendor 26602				CARDINAL HEALTH 110, LLC	Status Issued	
26602	7330677261		IX	100	11/11/23		284.05	0.00	284.05
26602	7330677263		IX	100	11/11/23		53.62	0.00	53.62
26602	7330677264		IX	100	11/11/23		461.34	0.00	461.34
26602	7330677266		IX	100	11/11/23		4,135.54	0.00	4,135.54
26602	7330677570		IX	100	11/11/23		975.16	0.00	975.16
26602	7330677571		IX	100	11/11/23		6.79	0.00	6.79
26602	7330677572		IX	100	11/11/23		5.71	0.00	5.71
26602	7330677573		IX	100	11/11/23		137.52	0.00	137.52
26602	7330677574		IX	100	11/11/23		5.50	0.00	5.50
26602	7331007964		IX	100	11/12/23		86.40	0.00	86.40
26602	7331007966		IX	100	11/12/23		11.84	0.00	11.84
26602	7331007968		IX	100	11/12/23		15.06	0.00	15.06
26602	7331008921		IX	100	11/12/23		100.05	0.00	100.05
26602	7331008923		IX	100	11/12/23		53.34	0.00	53.34
26602	7331008924		IX	100	11/12/23		59.05	0.00	59.05
26602	7331008932		IX	100	11/12/23		3,346.32	0.00	3,346.32
26602	7331425406		IX	100	11/15/23		5.66	0.00	5.66
26602	7331425407		IX	100	11/15/23		5.37	0.00	5.37
26602	7331425410		IX	100	11/15/23		1,190.65	0.00	1,190.65
26602	7331425412		IX	100	11/15/23		309.92	0.00	309.92
26602	7331425414		IX	100	11/15/23		3.13	0.00	3.13
26602	7331426142		IX	100	11/15/23		77.32	0.00	77.32
26602	7331426143		IX	100	11/15/23		784.20	0.00	784.20
26602	7331426144		IX	100	11/15/23		178.56	0.00	178.56
26602	7331426145		IX	100	11/15/23		157.22	0.00	157.22
26602	7331426146		IX	100	11/15/23		102.30	0.00	102.30
26602	7331426148		IX	100	11/15/23		376.30	0.00	376.30
26602	7331742692		IX	100	11/16/23		13.23	0.00	13.23
26602	7331742693		IX	100	11/16/23		1,615.15	0.00	1,615.15
26602	7331742694		IX	100	11/16/23		8.55	0.00	8.55
26602	7331742695		IX	100	11/16/23		10.68	0.00	10.68
26602	7331743745		IX	100	11/16/23		71.49	0.00	71.49
26602	7331743746		IX	100	11/16/23		1,005.23	0.00	1,005.23
26602	7331743747		IX	100	11/16/23		194.60	0.00	194.60

Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180878 Payment Date 10/24/23		Vendor 26602				CARDINAL HEALTH 110, LLC	Status Issued	
26602	7331743748		IX 100	11/16/23		17,061.90	0.00	17,061.90
26602	7332014788		IX 100	11/17/23		244.56	0.00	244.56
26602	7332014791		IX 100	11/17/23		1,788.47	0.00	1,788.47
26602	7332015145		IX 100	11/17/23		187.02	0.00	187.02
26602	7332015146		IX 100	11/17/23		21.42	0.00	21.42
26602	7332288414		IX 100	11/18/23		23.16	0.00	23.16
26602	7332288997		IX 100	11/18/23		1,483.41	0.00	1,483.41
26602	7332288998		IX 100	11/18/23		92.61	0.00	92.61
26602	7332288999		IX 100	11/18/23		136.61	0.00	136.61
26602	7332289001		IX 100	11/18/23		2,785.54	0.00	2,785.54
26602	7332290216		IX 100	11/18/23		8.40	0.00	8.40
			*** Payment Total			39,679.95	0.00	39,679.95
Payment Number 1180879 Payment Date 10/24/23		Vendor 12586				CHAMPION CHART SUPPLY	Status Issued	
12586	26637		IX 100	11/04/23		187.26	0.00	187.26
			*** Payment Total			187.26	0.00	187.26
Payment Number 1180880 Payment Date 10/24/23		Vendor 25205				CLEAR LOSS PREVENTION INC	Status Issued	
25205	71632		IX 100	09/23/23		6,129.31	0.00	6,129.31
			*** Payment Total			6,129.31	0.00	6,129.31
Payment Number 1180881 Payment Date 10/24/23		Vendor 10586				DIRECT SUPPLY INC	Status Issued	
10586	32384663		IX 100	11/16/23		1,133.00	0.00	1,133.00
			*** Payment Total			1,133.00	0.00	1,133.00
Payment Number 1180882 Payment Date 10/24/23		Vendor 11607				EZ WAY INC.	Status Issued	
11607	2087796		IX 100	11/02/23		1,156.00	0.00	1,156.00
			*** Payment Total			1,156.00	0.00	1,156.00
Payment Number 1180883 Payment Date 10/24/23		Vendor 13962				MAXIM HEALTHCARE STAFFING	Status Issued	
13962	E11003170283		IX 100	11/11/23		1,575.00	0.00	1,575.00
			*** Payment Total			1,575.00	0.00	1,575.00
Payment Number 1180884 Payment Date 10/24/23		Vendor 30801				MCKESSON MEDICAL - SURGICAL	Status Issued	
30801	21190089		IX 100	11/04/23		75.54	0.00	75.54
			*** Payment Total			75.54	0.00	75.54
Payment Number 1180885 Payment Date 10/24/23		Vendor 38749				PERFORMANCE FOODSERVICE	Status Issued	
38749	5373721		IX 100	11/09/23		216.02	0.00	216.02
38749	5373722		IX 100	11/09/23		902.05	0.00	902.05
38749	5376517		IX 100	11/11/23		41.92	0.00	41.92
38749	5376545		IX 100	11/11/23		41.92	0.00	41.92
			*** Payment Total			1,201.91	0.00	1,201.91
Payment Number 1180886 Payment Date 10/24/23		Vendor 11409				PROFESSIONAL MEDICAL INC	Status Issued	
11409	2343963		IX 100	11/08/23		242.06	0.00	242.06
			*** Payment Total			242.06	0.00	242.06

Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180887 Payment Date 10/24/23			Vendor 39474			DATA BASED MEDICINE AMERICAS	Status Issued	
39474	0000391		IX 100	10/31/23		140.00	0.00	140.00
			*** Payment Total			140.00	0.00	140.00
Payment Number 1180888 Payment Date 10/24/23			Vendor 11694			UNLIMITED ADVACARE INC	Status Issued	
11694	23091665		IX 100	10/30/23		4,756.86	0.00	4,756.86
			*** Payment Total			4,756.86	0.00	4,756.86
Payment Number 1180889 Payment Date 10/24/23			Vendor 10037			WHEATON SANITARY DISTRICT	Status Issued	
10037	036673-000 092523		IX 100	10/25/23		6,603.21	0.00	6,603.21
			*** Payment Total			6,603.21	0.00	6,603.21
		*** Payment Code CHK Total				68,086.87	0.00	68,086.87
			Payment Count			15		
		*** Cash Code 1414 Total				68,156.84	0.00	68,156.84
			Payment Count			16		
		*** Pay Group 1200 USD Total				68,156.84	0.00	68,156.84
			Payment Count			16		

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AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:51


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



                 Pay Group: 1400
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102423 -   102423
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

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AP255 Date 10/24/23                Pay Group  1400 JUDICIAL PAY GROUP            USD                                  Page    1
      Time 11:51                   Bank Account Payment History

                                     Payment Date Range    10/24/23  thru  10/24/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1180890 Payment Date 10/24/23   Vendor     10071        CHICAGO DAILY LAW BULLETIN       Status Issued
    10071 0054265 092923                        IX  107   10/29/23                    399.00              0.00             399.00
                                                   *** Payment Total               399.00                0.00             399.00

Payment Number    1180891 Payment Date 10/24/23   Vendor     10574        CHICAGO TRIBUNE                  Status Issued
    10574 52715584 09272023                     IX  107   10/27/23                    114.99              0.00             114.99
                                                   *** Payment Total               114.99                0.00             114.99

Payment Number    1180892 Payment Date 10/24/23   Vendor     13060        NATIONAL CONSUMER LAW CENTER     Status Issued
    13060 509331                                IX  107   10/01/23                    998.00              0.00             998.00
                                                   *** Payment Total               998.00                0.00             998.00

                                          *** Payment Code CHK Total             1,511.99                0.00           1,511.99
                                                      Payment Count                  3

                                          *** Cash Code  1414  Total             1,511.99                0.00           1,511.99
                                                      Payment Count                  3

                                       *** Pay Group 1400 USD   Total             1,511.99                0.00           1,511.99
                                                      Payment Count                  3
```

```
AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:51


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


                    Pay Group: 1500
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102423 -   102423
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 11:51 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529971 Payment Date 10/24/23			Vendor 10234				CHRISTOPHER B BURKE ENG LTD	Status Issued	
10234	19-185843		IX	101	10/01/23		463.01	0.00	463.01
			*** Payment Total				463.01	0.00	463.01
Payment Number 529972 Payment Date 10/24/23			Vendor 12406				H W LOCHNER INC	Status Issued	
12406	6396-03		IX	101	08/31/23		108,174.63	0.00	108,174.63
12406	6396-04		IX	101	09/29/23		92,144.80	0.00	92,144.80
			*** Payment Total				200,319.43	0.00	200,319.43
Payment Number 529973 Payment Date 10/24/23			Vendor 23350				PARSONS TRANSPORTATION GROUP	Status Issued	
23350	2307B413-5		IX	100	08/20/23		10,612.37	0.00	10,612.37
			*** Payment Total				10,612.37	0.00	10,612.37
Payment Number 529974 Payment Date 10/24/23			Vendor 38961				SINGH & ASSOCIATES, INC.	Status Issued	
38961	5635-03 WO4		IX	100	11/10/23		3,850.87	0.00	3,850.87
			*** Payment Total				3,850.87	0.00	3,850.87
Payment Number 529975 Payment Date 10/24/23			Vendor 11016				STV INC	Status Issued	
11016	5751-10REV1		IX	101	10/29/23		59,836.07	0.00	59,836.07
11016	5751-11REV1		IX	101	11/11/23		70,498.88	0.00	70,498.88
			*** Payment Total				130,334.95	0.00	130,334.95
Payment Number 529976 Payment Date 10/24/23			Vendor 10626				TRANSYSTEMS CORPORATION	Status Issued	
10626	4184873-35		IX	101	08/27/23		10,612.25	0.00	10,612.25
10626	4205900-03		IX	100	09/17/23		12,902.75	0.00	12,902.75
			*** Payment Total				23,515.00	0.00	23,515.00
		*** Payment Code ACH Total					369,095.63	0.00	369,095.63
		Payment Count					6		

Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180893 Payment Date 10/24/23			Vendor 26208			DLZ ILLINOIS INC	Status Issued	
26208	22-321495 FINAL		IX 101	09/27/23		9,018.10	0.00	9,018.10
			*** Payment Total			9,018.10	0.00	9,018.10
Payment Number 1180894 Payment Date 10/24/23			Vendor 37745			FGM ARCHITECTS	Status Issued	
37745	5877-05		IX 100	08/30/23		82,062.27	0.00	82,062.27
			*** Payment Total			82,062.27	0.00	82,062.27
Payment Number 1180895 Payment Date 10/24/23			Vendor 26295			ILLINOIS LABOR LAW POSTER SERV	Status Issued	
26295	A13550276993		IX 100	09/22/23		99.50	0.00	99.50
			*** Payment Total			99.50	0.00	99.50
Payment Number 1180896 Payment Date 10/24/23			Vendor 11046			KNIGHT E/A INC	Status Issued	
11046	1326142-9		IX 101	08/19/23		8,947.40	0.00	8,947.40
11046	1338955-10		IX 101	09/27/23		8,566.32	0.00	8,566.32
			*** Payment Total			17,513.72	0.00	17,513.72
Payment Number 1180897 Payment Date 10/24/23			Vendor 42579			PRITZKER REALTY GROUP	Status Issued	
42579	IFA220453		IX 114	10/20/23		188,325.00	0.00	188,325.00
			*** Payment Total			188,325.00	0.00	188,325.00
Payment Number 1180898 Payment Date 10/24/23			Vendor 10604			STATE TREASURER OF ILLINOIS	Status Issued	
10604	125811		IX 100	10/31/23		22,448.80	0.00	22,448.80
			*** Payment Total			22,448.80	0.00	22,448.80
			*** Payment Code CHK Total			319,467.39	0.00	319,467.39
			Payment Count			6		
			*** Cash Code 1414 Total			688,563.02	0.00	688,563.02
			Payment Count			12		
			*** Pay Group 1500 USD Total			688,563.02	0.00	688,563.02
			Payment Count			12		

```
AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:51


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



                 Pay Group: 1600
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102423 -   102423
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 11:51 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529977 Payment Date 10/24/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1HHQ-JC1D-9MR3		IX 100	10/27/23		262.02	0.00	262.02
			*** Payment Total			262.02	0.00	262.02
			*** Payment Code ACH Total			262.02	0.00	262.02
			Payment Count			1		

AP255 Date 10/24/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD
Time 11:51 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180899 Payment Date 10/24/23			Vendor 10314			COLLEGE OF DUPAGE	Status Issued	
10314	1534567		IX 100	11/15/23		225.00	0.00	225.00
			*** Payment Total			225.00	0.00	225.00
Payment Number 1180900 Payment Date 10/24/23			Vendor 10023			COM ED	Status Issued	
10023	0483091078 092123		IX 100	10/21/23		81.55	0.00	81.55
10023	0765218004 092723		IX 100	10/27/23		363.30	0.00	363.30
10023	1320112008 092123		IX 100	10/21/23		75.56	0.00	75.56
10023	2819059028 092123		IX 100	10/21/23		40.39	0.00	40.39
10023	5219129035 092123		IX 100	10/21/23		35.30	0.00	35.30
10023	6266127008 092123		IX 100	10/21/23		27.33	0.00	27.33
10023	6731422009 092823		IX 100	10/28/23		163.45	0.00	163.45
10023	6986405007 092923		IX 100	10/29/23		34.75	0.00	34.75
10023	7444329003 092223		IX 100	10/22/23		19.55	0.00	19.55
			*** Payment Total			841.18	0.00	841.18
Payment Number 1180901 Payment Date 10/24/23			Vendor 10218			DUPAGE TOPSOIL INC	Status Issued	
10218	055977		IX 100	09/27/23		195.00	0.00	195.00
			*** Payment Total			195.00	0.00	195.00
Payment Number 1180902 Payment Date 10/24/23			Vendor 10157			GRAINGER	Status Issued	
10157	9844263518		IX 100	10/20/23		46.08	0.00	46.08
			*** Payment Total			46.08	0.00	46.08
Payment Number 1180903 Payment Date 10/24/23			Vendor 11219			HOME DEPOT CREDIT SERVICES	Status Issued	
11219	1014047		IX 100	10/18/23		186.29	0.00	186.29
11219	2015290		IX 100	10/27/23		75.94	0.00	75.94
11219	2033782		IX 100	10/27/23		67.52	0.00	67.52
11219	4625794		IX 100	10/15/23		23.82	0.00	23.82
11219	5620432		IX 100	09/24/23		37.82	0.00	37.82
11219	6032226		IX 100	10/13/23		121.72	0.00	121.72
11219	6033369		IX 100	08/24/23		153.46	0.00	153.46
11219	9035298		IX 100	09/10/23		113.93	0.00	113.93
			*** Payment Total			780.50	0.00	780.50
Payment Number 1180904 Payment Date 10/24/23			Vendor 10044			KIPP'S LAWNMOWER SALES & SVC	Status Issued	
10044	515919		IX 100	10/06/23		170.62	0.00	170.62
			*** Payment Total			170.62	0.00	170.62
Payment Number 1180905 Payment Date 10/24/23			Vendor 10057			NICOR GAS	Status Issued	
10057	22587400007 092223		IX 100	10/22/23		57.02	0.00	57.02
			*** Payment Total			57.02	0.00	57.02
Payment Number 1180906 Payment Date 10/24/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	329845368001		IX 100	10/26/23		44.97	0.00	44.97
			*** Payment Total			44.97	0.00	44.97
Payment Number 1180907 Payment Date 10/24/23			Vendor 10549			RED WING SHOE COMPANY INC	Status Issued	
10549	45-1-1377295		IX 100	11/03/23		195.49	0.00	195.49

Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180907 Payment Date 10/24/23			Vendor 10549			RED WING SHOE COMPANY INC	Status Issued	
			*** Payment Total			195.49	0.00	195.49
Payment Number 1180908 Payment Date 10/24/23			Vendor 23395			RUNNION EQUIPMENT COMPANY	Status Issued	
23395	165229		IX 100	08/26/23		13,506.97	0.00	13,506.97
			*** Payment Total			13,506.97	0.00	13,506.97
Payment Number 1180909 Payment Date 10/24/23			Vendor 12422			RUSSO POWER EQUIPMENT	Status Issued	
12422	SPI20410453		IX 100	11/10/23		16,250.00	0.00	16,250.00
			*** Payment Total			16,250.00	0.00	16,250.00
Payment Number 1180910 Payment Date 10/24/23			Vendor 38796			SCADACORE	Status Issued	
38796	8147		IX 100	10/31/23		360.00	0.00	360.00
			*** Payment Total			360.00	0.00	360.00
Payment Number 1180911 Payment Date 10/24/23			Vendor 11201			UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 083123 SW		IX 100	09/30/23		56.03	0.00	56.03
			*** Payment Total			56.03	0.00	56.03
		*** Payment Code CHK Total				32,728.86	0.00	32,728.86
			Payment Count			13		
		*** Cash Code 1414 Total				32,990.88	0.00	32,990.88
			Payment Count			14		
		*** Pay Group 1600 USD Total				32,990.88	0.00	32,990.88
			Payment Count			14		

```
AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:51


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



                 Pay Group: 2000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102423 -   102423
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
Time 11:51 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180912 Payment Date 10/24/23			Vendor 41480			AL WARREN OIL CO INC	Status Issued	
41480	W1601727		IX 100	11/19/23		25,199.25	0.00	25,199.25
			*** Payment Total			25,199.25	0.00	25,199.25
Payment Number 1180913 Payment Date 10/24/23			Vendor 27603			CORE & MAIN LP	Status Issued	
27603	S269743		IX 100	06/30/23		53,056.00	0.00	53,056.00
			*** Payment Total			53,056.00	0.00	53,056.00
Payment Number 1180914 Payment Date 10/24/23			Vendor 34931			DONOHUE & ASSOCIATES, INC.	Status Issued	
34931	13797-36		IX 100	11/18/23		2,072.39	0.00	2,072.39
			*** Payment Total			2,072.39	0.00	2,072.39
Payment Number 1180915 Payment Date 10/24/23			Vendor 38645			FEHR GRAHAM & ASSOCIATES LLC	Status Issued	
38645	117435		IX 100	10/19/23		6,760.23	0.00	6,760.23
			*** Payment Total			6,760.23	0.00	6,760.23
Payment Number 1180916 Payment Date 10/24/23			Vendor 10851			MENARDS	Status Issued	
10851	57387		IX 100	10/08/23		125.33	0.00	125.33
			*** Payment Total			125.33	0.00	125.33
Payment Number 1180917 Payment Date 10/24/23			Vendor 11154			PORTER PIPE & SUPPLY	Status Issued	
11154	12641259-00		IX 100	09/17/23		224.00	0.00	224.00
			*** Payment Total			224.00	0.00	224.00
Payment Number 1180918 Payment Date 10/24/23			Vendor 24935			RAPIDVIEW LLC	Status Issued	
24935	87055		IX 100	07/29/23		6,477.52	0.00	6,477.52
24935	87056		IX 100	07/29/23		5,753.44	0.00	5,753.44
			*** Payment Total			12,230.96	0.00	12,230.96
Payment Number 1180919 Payment Date 10/24/23			Vendor 13222			RELIABLE EQUIPMENT & SERVICE	Status Issued	
13222	INV006073		IX 100	10/29/23		333.35	0.00	333.35
			*** Payment Total			333.35	0.00	333.35
Payment Number 1180920 Payment Date 10/24/23			Vendor 28185			SAFETY LANE INSPECTIONS INC	Status Issued	
28185	22838		IX 100	10/01/23		109.50	0.00	109.50
			*** Payment Total			109.50	0.00	109.50
Payment Number 1180921 Payment Date 10/24/23			Vendor 23918			SITEONE LANDSCAPE SUPPLY LLC	Status Issued	
23918	133785035-001		IX 100	10/05/23		109.98	0.00	109.98
			*** Payment Total			109.98	0.00	109.98
Payment Number 1180922 Payment Date 10/24/23			Vendor 41637			SWANSON, MELISSA	Status Issued	
41637	101823		IX 100	10/18/23		116.81	0.00	116.81
			*** Payment Total			116.81	0.00	116.81
Payment Number 1180923 Payment Date 10/24/23			Vendor 32799			TEKLAB, INC	Status Issued	
32799	294521		IX 100	10/08/23		231.60	0.00	231.60
			*** Payment Total			231.60	0.00	231.60

AP255 Date 10/24/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2
Time 11:51 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180924 Payment Date 10/24/23		Vendor 41336		THE SPECIALTY COMPANY			Status Issued	
41336	179813-5		IX 100	06/07/23		2,518.50	0.00	2,518.50
			*** Payment Total			2,518.50	0.00	2,518.50
		*** Payment Code CHK Total				103,087.90	0.00	103,087.90
			Payment Count			13		
		*** Cash Code 1414 Total				103,087.90	0.00	103,087.90
			Payment Count			13		
		*** Pay Group 2000 USD Total				103,087.90	0.00	103,087.90
			Payment Count			13		

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AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:52


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



                 Pay Group: 5000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102423 -   102423
          Payment Numbers:             -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 11:52 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529978 Payment Date 10/24/23			Vendor 26753			AMAZON CAPITAL SERVICES	Status Issued	
26753	1CR4-WYFC-YRYT		IX 101	11/08/23		440.95	0.00	440.95
26753	1N3K-CRV3-YFHP		IX 101	11/14/23		99.99	0.00	99.99
			*** Payment Total			540.94	0.00	540.94
Payment Number 529979 Payment Date 10/24/23			Vendor 17834			BROWN, JAMIE L	Status Issued	
17834	MIL20231012		IX 105	11/11/23		220.74	0.00	220.74
			*** Payment Total			220.74	0.00	220.74
Payment Number 529980 Payment Date 10/24/23			Vendor 10667			CDW GOVERNMENT INC	Status Issued	
10667	LV30790		IX 105	10/11/23		498.07	0.00	498.07
10667	ZR00401791		IX 105	11/04/23		2,519.70	0.00	2,519.70
			*** Payment Total			3,017.77	0.00	3,017.77
Payment Number 529981 Payment Date 10/24/23			Vendor 19717			DPCO STATE'S ATTY INVEST ACCT	Status Issued	
19717	CK6431		IX 101	11/15/23		15.00	0.00	15.00
			*** Payment Total			15.00	0.00	15.00
Payment Number 529982 Payment Date 10/24/23			Vendor 32854			DUARTE, NATALIE	Status Issued	
32854	TRV20231002		IX 101	10/17/23		455.65	0.00	455.65
			*** Payment Total			455.65	0.00	455.65
Payment Number 529983 Payment Date 10/24/23			Vendor 14166			HEALTHY AIR HEATING & AIR INC	Status Issued	
14166	39304		IX 100	09/12/23		7,356.98	0.00	7,356.98
14166	39305		IX 100	09/12/23		2,524.02	0.00	2,524.02
14166	41447		IX 100	09/23/23		9,041.26	0.00	9,041.26
14166	41457		IX 100	09/22/23		5,454.50	0.00	5,454.50
14166	41458		IX 100	10/13/23		2,498.10	0.00	2,498.10
14166	41460		IX 100	10/22/23		8,571.58	0.00	8,571.58
14166	41461		IX 100	10/22/23		3,706.78	0.00	3,706.78
14166	41481		IX 100	10/14/23		12,157.98	0.00	12,157.98
14166	41482		IX 100	10/19/23		4,944.62	0.00	4,944.62
14166	41483		IX 100	10/08/23		6,297.74	0.00	6,297.74
14166	41484		IX 100	10/11/23		3,724.62	0.00	3,724.62
14166	41499		IX 100	10/20/23		5,427.80	0.00	5,427.80
14166	41510		IX 100	10/20/23		10,789.90	0.00	10,789.90
14166	41511		IX 100	10/20/23		4,241.28	0.00	4,241.28
			*** Payment Total			86,737.16	0.00	86,737.16
			*** Payment Code ACH Total			90,987.26	0.00	90,987.26
			Payment Count			6		

AP255 Date 10/24/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD
Time 11:52 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180925 Payment Date 10/24/23		Vendor 38946		ABSALONSEN, KENT A			Status Issued	
38946	092623		IX 110	10/26/23		200.00	0.00	200.00
38946	101123		IX 110	11/10/23		200.00	0.00	200.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1180926 Payment Date 10/24/23		Vendor 10008		AT&T			Status Issued	
10008	9937892803		IX 105	10/19/23		472.23	0.00	472.23
			*** Payment Total			472.23	0.00	472.23
Payment Number 1180927 Payment Date 10/24/23		Vendor 10009		AT&T MOBILITY			Status Issued	
10009	287308882423X10082023		IX 105	10/30/23		216.63	0.00	216.63
			*** Payment Total			216.63	0.00	216.63
Payment Number 1180928 Payment Date 10/24/23		Vendor 33198		CAROL STREAM CHAMBER OF COMMER			Status Issued	
33198	0923		IX 105	10/20/23		2,177.38	0.00	2,177.38
			*** Payment Total			2,177.38	0.00	2,177.38
Payment Number 1180929 Payment Date 10/24/23		Vendor 41879		CENTRAL STATES SER			Status Issued	
41879	PO#6456 0823		IX 105	10/15/23		9,278.45	0.00	9,278.45
			*** Payment Total			9,278.45	0.00	9,278.45
Payment Number 1180930 Payment Date 10/24/23		Vendor 25857		COMMUNITY ACTION PARTNERSHIP			Status Issued	
25857	14862		IX 101	10/23/23		5,655.00	0.00	5,655.00
			*** Payment Total			5,655.00	0.00	5,655.00
Payment Number 1180931 Payment Date 10/24/23		Vendor 42612		DAVIS, MYIA J.			Status Issued	
42612	V24613-1		IX 105	10/20/23		2,235.16	0.00	2,235.16
			*** Payment Total			2,235.16	0.00	2,235.16
Payment Number 1180932 Payment Date 10/24/23		Vendor 40317		DONNELLY, MEGHAN			Status Issued	
40317	V24638-1		IX 105	10/20/23		307.00	0.00	307.00
			*** Payment Total			307.00	0.00	307.00
Payment Number 1180933 Payment Date 10/24/23		Vendor 11192		DUPAGE COUNTY WORKFORCE			Status Issued	
11192	45200		IX 105	10/30/23		3,607.08	0.00	3,607.08
			*** Payment Total			3,607.08	0.00	3,607.08
Payment Number 1180934 Payment Date 10/24/23		Vendor 17567		FOX METRO WATER RECLAMATION			Status Issued	
17567	A98-7451 101823		IX 101	11/17/23		838.94	0.00	838.94
			*** Payment Total			838.94	0.00	838.94
Payment Number 1180935 Payment Date 10/24/23		Vendor 38808		GREAT LAKES A D R			Status Issued	
38808	101623		IX 110	11/15/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1180936 Payment Date 10/24/23		Vendor 12269		ILLINOIS WORKFORCE PARTNERSHIP			Status Issued	
12269	006 100423		IX 105	11/03/23		1,500.00	0.00	1,500.00
			*** Payment Total			1,500.00	0.00	1,500.00

AP255 Date 10/24/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 3
Time 11:52 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180937 Payment Date 10/24/23			Vendor 38996			LANCILOTI, RICHARD M	Status Issued	
38996	101123		IX 110	11/10/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1180938 Payment Date 10/24/23			Vendor 39116			THE LAW OFFICE OF SHAVON	Status Issued	
39116	101223		IX 110	11/11/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1180939 Payment Date 10/24/23			Vendor 38804			LAW OFFICES OF TIMOTHY A.	Status Issued	
38804	101723		IX 110	11/16/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1180940 Payment Date 10/24/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	335821330001		IX 101	11/03/23		88.73	0.00	88.73
			*** Payment Total			88.73	0.00	88.73
Payment Number 1180941 Payment Date 10/24/23			Vendor 42800			ORAL AND MAXILLOFACIAL SURGERY	Status Issued	
42800	155978 101223		IX 101	11/11/23		889.00	0.00	889.00
			*** Payment Total			889.00	0.00	889.00
Payment Number 1180942 Payment Date 10/24/23			Vendor 11673			PARENTS ALLIANCE EMPLOY PROJ	Status Issued	
11673	235		IX 105	09/30/23		10,037.94	0.00	10,037.94
11673	236		IX 105	09/30/23		24,437.77	0.00	24,437.77
			*** Payment Total			34,475.71	0.00	34,475.71
Payment Number 1180943 Payment Date 10/24/23			Vendor 24111			STATE BOARD OF ELECTIONS	Status Issued	
24111	REFUND AC4455549 82823		IX 208	10/18/23		91,725.48	0.00	91,725.48
			*** Payment Total			91,725.48	0.00	91,725.48
Payment Number 1180944 Payment Date 10/24/23			Vendor 38953			YOUNG-CLAYBORN, TARISSA	Status Issued	
38953	MIL20231003		IX 202	10/19/23		60.78	0.00	60.78
			*** Payment Total			60.78	0.00	60.78
			*** Payment Code CHK Total			154,727.57	0.00	154,727.57
			Payment Count			20		
			*** Cash Code 1414 Total			245,714.83	0.00	245,714.83
			Payment Count			26		
			*** Pay Group 5000 USD Total			245,714.83	0.00	245,714.83
			Payment Count			26		

```
AP255 Date: 10/24/23           JOB SUBMISSION PARAMETERS
      Time: 11:52


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



                 Pay Group: 6000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102423 -   102423
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/24/23 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 11:52 Bank Account Payment History

Payment Date Range 10/24/23 thru 10/24/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529984 Payment Date 10/24/23 Vendor 11067 FOX VALLEY FIRE & SAFETY Status Issued								
11067	IN00623174		IX 100	09/22/23		16,010.79	0.00	16,010.79
			*** Payment Total			16,010.79	0.00	16,010.79
		*** Payment Code ACH Total				16,010.79	0.00	16,010.79
			Payment Count			1		

Bank Account Payment History

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AP255 Date 10/24/23                Pay Group  6000 CAPITAL PROJECTS PAY GROUP      USD                                  Page    2
      Time 11:52                   Bank Account Payment History

                                     Payment Date Range    10/24/23  thru  10/24/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1180945 Payment Date 10/24/23   Vendor     30854        WINDFREE SOLAR INC                Status Issued
    30854 3452                                  IX  100   10/20/23                  85,911.60               0.00          85,911.60
    30854 3481                                  IX  100   10/20/23                  85,911.60               0.00          85,911.60
                                                   *** Payment Total          171,823.20                 0.00         171,823.20

                                         *** Payment Code CHK Total           171,823.20                 0.00         171,823.20
                                                     Payment Count                  1

                                         *** Cash Code  1414  Total           187,833.99                 0.00         187,833.99
                                                     Payment Count                  2

                                       *** Pay Group 6000 USD   Total        187,833.99                 0.00         187,833.99
                                                     Payment Count                  2
```

Payment of Claims

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

File #: 23-3502 **Agenda Date:** 11/14/2023 **Agenda #:** 8.D.

```
AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:29


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


                    Pay Group: 1000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102723 -   102723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 529988 Payment Date 10/27/23		Vendor 11557				ABBATACOLA, ROBERT	Status Issued	
11557	101823 102423		IX 100	10/25/23		1,054.00	0.00	1,054.00
			*** Payment Total			1,054.00	0.00	1,054.00
Payment Number 529989 Payment Date 10/27/23		Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	137K-DVQD-4KXH		IX 100	11/16/23		1,045.83	0.00	1,045.83
26753	14KN-QY36-9NC4		IX 100	11/11/23		1,209.89	0.00	1,209.89
26753	16JD-D66T-P1TX		IX 100	10/29/23		438.56	0.00	438.56
26753	1HHQ-JC1D-HC77		IX 100	10/28/23		15.21	0.00	15.21
26753	1KGQ-GC14-6LL3		IX 100	11/15/23		112.68	0.00	112.68
26753	1P4K-9HD7-9YMK		IX 100	11/19/23		76.89	0.00	76.89
26753	1P6P-LT7R-LH7L		IX 100	11/02/23		14.01	0.00	14.01
26753	1QQN-4WDF-G1XN		IX 100	11/01/23		237.00	0.00	237.00
			*** Payment Total			3,150.07	0.00	3,150.07
Payment Number 529990 Payment Date 10/27/23		Vendor 22420				BARNES, KRISTIN	Status Issued	
22420	10192023		IX 100	11/18/23		892.50	0.00	892.50
			*** Payment Total			892.50	0.00	892.50
Payment Number 529991 Payment Date 10/27/23		Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	MJ92750		IX 100	11/04/23		1,775.53	0.00	1,775.53
10667	MM13699		IX 100	11/11/23		3,692.42	0.00	3,692.42
			*** Payment Total			5,467.95	0.00	5,467.95
Payment Number 529992 Payment Date 10/27/23		Vendor 26802				EVANS, LYNN	Status Issued	
26802	268		IX 100	11/18/23		1,212.00	0.00	1,212.00
			*** Payment Total			1,212.00	0.00	1,212.00
Payment Number 529993 Payment Date 10/27/23		Vendor 11067				FOX VALLEY FIRE & SAFETY	Status Issued	
11067	IN00630595		IX 100	10/22/23		350.00	0.00	350.00
11067	IN00630696		IX 100	10/25/23		300.00	0.00	300.00
			*** Payment Total			650.00	0.00	650.00
Payment Number 529994 Payment Date 10/27/23		Vendor 10124				GRAYBAR	Status Issued	
10124	9334097848		IX 100	10/26/23		563.23	0.00	563.23
10124	9334173996		IX 100	11/01/23		580.53	0.00	580.53
			*** Payment Total			1,143.76	0.00	1,143.76
Payment Number 529995 Payment Date 10/27/23		Vendor 26530				HARRIS, THERESA	Status Issued	
26530	2020CF2089 07082023		IX 100	11/23/23		28.00	0.00	28.00
			*** Payment Total			28.00	0.00	28.00
Payment Number 529996 Payment Date 10/27/23		Vendor 10141				PRCO	Status Issued	
10141	X111313		IX 100	11/05/23		26.00	0.00	26.00
10141	X111339		IX 100	11/05/23		26.00	0.00	26.00
			*** Payment Total			52.00	0.00	52.00
Payment Number 529997 Payment Date 10/27/23		Vendor 14308				PUBLIC SAFETY DIRECT INC	Status Issued	
14308	102249		IX 100	10/20/23		701.25	0.00	701.25

Bank Account Payment History

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AP255 Date 10/27/23                Pay Group  1000 GENERAL FUND PAY GROUP          USD                                    Page    2
      Time 13:30                   Bank Account Payment History

                                     Payment Date Range    10/27/23  thru  10/27/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     529997 Payment Date 10/27/23   Vendor     14308        PUBLIC SAFETY DIRECT INC         Status Issued
    14308 102287                                IX  100   10/26/23                   5,594.30              0.00           5,594.30
                                                   *** Payment Total             6,295.55                0.00           6,295.55

Payment Number     529998 Payment Date 10/27/23   Vendor     12313        SULLIVAN, ANTHONY                Status Issued
    12313 101823 102423                         IX  100   10/25/23                     612.00              0.00             612.00
                                                   *** Payment Total               612.00                0.00             612.00

Payment Number     529999 Payment Date 10/27/23   Vendor     30797        TRINITY SERVICES GROUP INC       Status Issued
    30797 3023000289                            IX  100   11/19/23                  23,909.03              0.00          23,909.03
                                                   *** Payment Total            23,909.03                0.00          23,909.03

                                          *** Payment Code ACH Total            44,466.86                0.00          44,466.86
                                                     Payment Count                   12
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AP255 Date 10/27/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3
Time 13:30 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180971 Payment Date 10/27/23			Vendor 19947			360TRAINING, INC.	Status Issued	
19947	INV46901		IX 100	11/12/23		159.99	0.00	159.99
			*** Payment Total			159.99	0.00	159.99
Payment Number 1180972 Payment Date 10/27/23			Vendor 12241			A & P GREASE TRAPPERS INC	Status Issued	
12241	225817		IX 100	08/24/23		3,565.00	0.00	3,565.00
12241	225818		IX 100	08/24/23		1,000.00	0.00	1,000.00
12241	225841		IX 100	08/24/23		225.00	0.00	225.00
12241	228641		IX 100	10/12/23		4,565.00	0.00	4,565.00
12241	228763		IX 100	10/13/23		930.00	0.00	930.00
			*** Payment Total			10,285.00	0.00	10,285.00
Payment Number 1180973 Payment Date 10/27/23			Vendor 12306			ADVANCE TRANSLATIONS INC	Status Issued	
12306	3070		IX 100	10/25/23		130.00	0.00	130.00
12306	3071		IX 100	10/25/23		520.00	0.00	520.00
			*** Payment Total			650.00	0.00	650.00
Payment Number 1180974 Payment Date 10/27/23			Vendor 12104			ALLIANT INSURANCE SERVICES INC	Status Issued	
12104	2460516		IX 100	11/19/23		30.00	0.00	30.00
12104	2460532		IX 100	11/19/23		30.00	0.00	30.00
			*** Payment Total			60.00	0.00	60.00
Payment Number 1180975 Payment Date 10/27/23			Vendor 10876			AMERICAN MOBILE SHREDDING &	Status Issued	
10876	2987		IX 100	11/17/23		450.00	0.00	450.00
			*** Payment Total			450.00	0.00	450.00
Payment Number 1180976 Payment Date 10/27/23			Vendor 23116			ARAMSCO INC	Status Issued	
23116	S6057787.003		IX 100	10/27/23		1,086.04	0.00	1,086.04
			*** Payment Total			1,086.04	0.00	1,086.04
Payment Number 1180977 Payment Date 10/27/23			Vendor 27841			ARLINGTON POWER EQUIPMENT	Status Issued	
27841	170911		IX 100	10/28/23		5,695.27	0.00	5,695.27
			*** Payment Total			5,695.27	0.00	5,695.27
Payment Number 1180978 Payment Date 10/27/23			Vendor 30938			ASHLAND LOCK COMPANY	Status Issued	
30938	1026001362		IX 100	10/12/23		217.60	0.00	217.60
			*** Payment Total			217.60	0.00	217.60
Payment Number 1180979 Payment Date 10/27/23			Vendor 10008			AT&T	Status Issued	
10008	4696282808 2023		IX 100	10/19/23		3,511.50	0.00	3,511.50
10008	9917892807 2023		IX 100	10/19/23		2,826.34	0.00	2,826.34
10008	9927892805 2023		IX 100	10/19/23		790.77	0.00	790.77
			*** Payment Total			7,128.61	0.00	7,128.61
Payment Number 1180980 Payment Date 10/27/23			Vendor 11059			AUGUSTINO'S ROCK AND ROLL DELI	Status Issued	
11059	101723 10156		IX 100	11/16/23		93.84	0.00	93.84
			*** Payment Total			93.84	0.00	93.84
Payment Number 1180981 Payment Date 10/27/23			Vendor 36249			BJES, STEFAN P	Status Issued	

AP255 Date 10/27/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4
Time 13:30 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180981 Payment Date 10/27/23			Vendor 36249			BJES, STEFAN P	Status Issued	
36249	1033		IX 100	11/23/23		400.00	0.00	400.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1180982 Payment Date 10/27/23			Vendor 11624			BUILDERS CHICAGO CORPORATION	Status Issued	
11624	89163		IX 100	10/18/23		21,843.57	0.00	21,843.57
			*** Payment Total			21,843.57	0.00	21,843.57
Payment Number 1180983 Payment Date 10/27/23			Vendor 10433			CEDRIC SPRING & ASSOCIATES	Status Issued	
10433	62805-1		IX 100	11/18/23		763.40	0.00	763.40
			*** Payment Total			763.40	0.00	763.40
Payment Number 1180984 Payment Date 10/27/23			Vendor 32620			CHEM-WISE ECOLOGICAL PEST	Status Issued	
32620	1192075		IX 100	10/28/23		413.00	0.00	413.00
			*** Payment Total			413.00	0.00	413.00
Payment Number 1180985 Payment Date 10/27/23			Vendor 12382			COMCAST	Status Issued	
12382	184933783		IX 100	11/14/23		2,200.00	0.00	2,200.00
			*** Payment Total			2,200.00	0.00	2,200.00
Payment Number 1180986 Payment Date 10/27/23			Vendor 12382			COMCAST	Status Issued	
12382	8771200470472388101023		IX 100	11/09/23		188.45	0.00	188.45
			*** Payment Total			188.45	0.00	188.45
Payment Number 1180987 Payment Date 10/27/23			Vendor 18901			DEACY, DEBRA	Status Issued	
18901	EXP20230913		IX 100	10/13/23		589.00	0.00	589.00
			*** Payment Total			589.00	0.00	589.00
Payment Number 1180988 Payment Date 10/27/23			Vendor 18099			DRAGOVICH, CLAIRE	Status Issued	
18099	EXP20231012		IX 100	11/11/23		22.22	0.00	22.22
			*** Payment Total			22.22	0.00	22.22
Payment Number 1180989 Payment Date 10/27/23			Vendor 42804			FBI-LEEDA INC.	Status Issued	
42804	200093742		IX 100	11/02/23		350.00	0.00	350.00
42804	200094235		IX 100	11/10/23		350.00	0.00	350.00
42804	200094287		IX 100	11/13/23		350.00	0.00	350.00
			*** Payment Total			1,050.00	0.00	1,050.00
Payment Number 1180990 Payment Date 10/27/23			Vendor 34032			FIRST RESPONDERS WELLNESS	Status Issued	
34032	17777		IX 100	11/15/23		585.00	0.00	585.00
			*** Payment Total			585.00	0.00	585.00
Payment Number 1180991 Payment Date 10/27/23			Vendor 13300			GLOBAL SUPPLY USA	Status Issued	
13300	G230074		IX 100	10/29/23		1,516.00	0.00	1,516.00
			*** Payment Total			1,516.00	0.00	1,516.00
Payment Number 1180992 Payment Date 10/27/23			Vendor 10157			GRAINGER	Status Issued	
10157	9842161441		IX 100	10/18/23		1,174.68	0.00	1,174.68
10157	9848157377		IX 100	10/22/23		119.64	0.00	119.64

AP255 Date 10/27/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
Time 13:30 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1180992 Payment Date 10/27/23		Vendor 10157		GRAINGER			Status Issued	
10157	9854242741		IX 100	10/28/23		1,312.16	0.00	1,312.16
10157	9857511258		IX 100	11/01/23		430.01	0.00	430.01
10157	9860396184		IX 100	11/03/23		3,346.72	0.00	3,346.72
			*** Payment Total			6,383.21	0.00	6,383.21
Payment Number 1180993 Payment Date 10/27/23		Vendor 10255		HOLIDAY INN & SUITES			Status Issued	
10255	28400		IX 100	11/18/23		126.54	0.00	126.54
			*** Payment Total			126.54	0.00	126.54
Payment Number 1180994 Payment Date 10/27/23		Vendor 11219		HOME DEPOT CREDIT SERVICES			Status Issued	
11219	4018 2478 092123		IX 100	10/21/23		2,289.09	0.00	2,289.09
11219	4018 2478 092123A		IX 100	10/21/23		345.29	0.00	345.29
			*** Payment Total			2,634.38	0.00	2,634.38
Payment Number 1180995 Payment Date 10/27/23		Vendor 24619		ILLINOIS ASSOCIATION OF CHIEFS			Status Issued	
24619	14734		IX 100	11/22/23		150.00	0.00	150.00
			*** Payment Total			150.00	0.00	150.00
Payment Number 1180996 Payment Date 10/27/23		Vendor 10241		ILLINOIS TOLLWAY			Status Issued	
10241	G125000008276		IX 100	11/03/23		10.00	0.00	10.00
			*** Payment Total			10.00	0.00	10.00
Payment Number 1180997 Payment Date 10/27/23		Vendor 10809		INSIGHT PUBLIC SECTOR INC			Status Issued	
10809	1101091656B		IX 100	10/11/23		15,973.08	0.00	15,973.08
10809	1101098493		IX 100	10/24/23		499.18	0.00	499.18
			*** Payment Total			16,472.26	0.00	16,472.26
Payment Number 1180998 Payment Date 10/27/23		Vendor 12732		INSTITUTE FOR BRAIN POTENTIAL			Status Issued	
12732	FC85-6A34		IX 100	11/17/23		84.00	0.00	84.00
			*** Payment Total			84.00	0.00	84.00
Payment Number 1180999 Payment Date 10/27/23		Vendor 12550		INTERPRENET LTD			Status Issued	
12550	INV-00075-A		IX 100	10/25/23		119.64	0.00	119.64
			*** Payment Total			119.64	0.00	119.64
Payment Number 1181000 Payment Date 10/27/23		Vendor 12101		KONE CHICAGO			Status Issued	
12101	1158550878		IX 100	07/22/23		856.38	0.00	856.38
			*** Payment Total			856.38	0.00	856.38
Payment Number 1181001 Payment Date 10/27/23		Vendor 11692		LANGUAGE LINE SERVICES INC			Status Issued	
11692	11116176		IX 100	10/23/23		125.23	0.00	125.23
			*** Payment Total			125.23	0.00	125.23
Payment Number 1181002 Payment Date 10/27/23		Vendor 13113		LIAN, CHAN T			Status Issued	
13113	039		IX 100	10/25/23		120.00	0.00	120.00
13113	040		IX 100	10/25/23		120.00	0.00	120.00
13113	041		IX 100	10/25/23		120.00	0.00	120.00
13113	042		IX 100	10/25/23		120.00	0.00	120.00

AP255 Date 10/27/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 6
Time 13:30 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181002 Payment Date 10/27/23			Vendor 13113			LIAN, CHAN T	Status Issued	
13113	043		IX 100	10/25/23		120.00	0.00	120.00
			*** Payment Total			600.00	0.00	600.00
Payment Number 1181003 Payment Date 10/27/23			Vendor 37793			LUETKEHANS, BRADY, GARNER &	Status Issued	
37793	6960.4576-6		IX 100	10/19/23		820.00	0.00	820.00
			*** Payment Total			820.00	0.00	820.00
Payment Number 1181004 Payment Date 10/27/23			Vendor 10197			MACS BODY SHOP INC	Status Issued	
10197	15556		IX 100	10/15/23		436.80	0.00	436.80
			*** Payment Total			436.80	0.00	436.80
Payment Number 1181005 Payment Date 10/27/23			Vendor 10139			MCMASTER-CARR	Status Issued	
10139	15246282		IX 100	11/01/23		279.26	0.00	279.26
			*** Payment Total			279.26	0.00	279.26
Payment Number 1181006 Payment Date 10/27/23			Vendor 10115			MOTOROLA SOLUTIONS INC	Status Issued	
10115	8281741965		IX 100	11/19/23		990.24	0.00	990.24
			*** Payment Total			990.24	0.00	990.24
Payment Number 1181007 Payment Date 10/27/23			Vendor 18158			MURRAY, BERNARD	Status Issued	
18158	EXP20231019		IX 100	10/24/23		25.00	0.00	25.00
			*** Payment Total			25.00	0.00	25.00
Payment Number 1181008 Payment Date 10/27/23			Vendor 10274			NEXTIME INC	Status Issued	
10274	127667		IX 100	08/09/23		120.00	0.00	120.00
			*** Payment Total			120.00	0.00	120.00
Payment Number 1181009 Payment Date 10/27/23			Vendor 10177			NORTH EAST MULTI REGIONAL	Status Issued	
10177	335643		IX 100	11/10/23		50.00	0.00	50.00
10177	336151		IX 100	11/10/23		375.00	0.00	375.00
10177	337341		IX 100	11/12/23		75.00	0.00	75.00
10177	337593		IX 100	11/12/23		80.00	0.00	80.00
			*** Payment Total			580.00	0.00	580.00
Payment Number 1181010 Payment Date 10/27/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	335106147001		IX 100	11/03/23		105.16	0.00	105.16
39549	335277813001		IX 100	11/12/23		125.52	0.00	125.52
			*** Payment Total			230.68	0.00	230.68
Payment Number 1181011 Payment Date 10/27/23			Vendor 10048			PITNEY BOWES INC	Status Issued	
10048	1024115126		IX 100	11/19/23		942.94	0.00	942.94
			*** Payment Total			942.94	0.00	942.94
Payment Number 1181012 Payment Date 10/27/23			Vendor 20161			PPG ARCHITECTURAL FINISHES	Status Issued	
20161	823620000408		IX 100	10/15/23		808.05	0.00	808.05
20161	823620000409		IX 100	10/15/23		799.40	0.00	799.40
			*** Payment Total			1,607.45	0.00	1,607.45

AP255 Date 10/27/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 7
Time 13:30 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181013 Payment Date 10/27/23		Vendor 11145		RAY O'HERRON CO INC			Status Issued	
11145	2301677		IX 100	11/17/23		180.18	0.00	180.18
11145	2301678		IX 100	11/17/23		114.73	0.00	114.73
11145	2301679		IX 100	11/17/23		29.24	0.00	29.24
11145	2301680		IX 100	11/17/23		322.83	0.00	322.83
11145	2301682		IX 100	11/17/23		1,183.62	0.00	1,183.62
			*** Payment Total			1,830.60	0.00	1,830.60
Payment Number 1181014 Payment Date 10/27/23		Vendor 10313		BLUETRITON BRANDS, INC			Status Issued	
10313	03J6706295385		IX 100	11/11/23		3.99	0.00	3.99
10313	13J0123129926		IX 100	11/11/23		62.62	0.00	62.62
			*** Payment Total			66.61	0.00	66.61
Payment Number 1181015 Payment Date 10/27/23		Vendor 23985		RELX INC			Status Issued	
23985	3094704926		IX 100	10/30/23		900.00	0.00	900.00
			*** Payment Total			900.00	0.00	900.00
Payment Number 1181016 Payment Date 10/27/23		Vendor 10540		SECRETARY OF STATE			Status Issued	
10540	GARCIA 091723		IX 100	10/20/23		15.00	0.00	15.00
			*** Payment Total			15.00	0.00	15.00
Payment Number 1181017 Payment Date 10/27/23		Vendor 10540		SECRETARY OF STATE			Status Issued	
10540	4609228 2023		IX 100	10/24/23		151.00	0.00	151.00
			*** Payment Total			151.00	0.00	151.00
Payment Number 1181018 Payment Date 10/27/23		Vendor 39710		SPEER FINANCIAL, INC.			Status Issued	
39710	D5/23-3		IX 100	09/23/23		150.00	0.00	150.00
			*** Payment Total			150.00	0.00	150.00
Payment Number 1181019 Payment Date 10/27/23		Vendor 32899		STATEWIDE PUBLISHING, LLC			Status Issued	
32899	935974-20		IX 100	10/20/23		90.00	0.00	90.00
			*** Payment Total			90.00	0.00	90.00
Payment Number 1181020 Payment Date 10/27/23		Vendor 10068		WAREHOUSE DIRECT, INC.			Status Issued	
10068	5594951-0		IX 100	11/18/23		733.10	0.00	733.10
			*** Payment Total			733.10	0.00	733.10
Payment Number 1181021 Payment Date 10/27/23		Vendor 37319		WEX HEALTH, INC.			Status Issued	
37319	0001814151-IN		IX 100	10/30/23		1,310.00	0.00	1,310.00
			*** Payment Total			1,310.00	0.00	1,310.00
Payment Number 1181022 Payment Date 10/27/23		Vendor 10037		WHEATON SANITARY DISTRICT			Status Issued	
10037	036679-000 092523		IX 100	10/25/23		897.10	0.00	897.10
10037	036681-000 092523		IX 100	10/25/23		495.65	0.00	495.65
			*** Payment Total			1,392.75	0.00	1,392.75
			*** Payment Code CHK Total			95,630.06	0.00	95,630.06
			Payment Count			52		

Bank Account Payment History

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AP255 Date 10/27/23                Pay Group  1000 GENERAL FUND PAY GROUP          USD                                  Page    8
      Time 13:30                   Bank Account Payment History

                                     Payment Date Range    10/27/23  thru  10/27/23
Cash Code  1414    Bank  071923909                                        Payment Currency  USD
                                         *** Cash Code  1414  Total           140,096.92                0.00          140,096.92
                                                      Payment Count                64

                                     *** Pay Group 1000 USD   Total           140,096.92                0.00          140,096.92
                                                      Payment Count                64
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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:30


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


                    Pay Group: 1100
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102723 -   102723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 10/27/23                 Pay Group  1100 GENERAL GOVERNMENT PAY GROUP    USD                                  Page    1
      Time 13:31                    Bank Account Payment History

                                      Payment Date Range    10/27/23  thru  10/27/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number     530000 Payment Date 10/27/23   Vendor     10103        FOREST PRESERVE DISTRICT OF      Status Issued
    10103 RES-DEM-22-003918                      IX  170   11/23/23                    250.00              0.00             250.00
                                                    *** Payment Total               250.00                0.00             250.00

                                          *** Payment Code ACH Total               250.00                0.00             250.00
                                                       Payment Count                 1
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AP255 Date 10/27/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
Time 13:31 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181023 Payment Date 10/27/23		Vendor 21744		ABC PLUMBING HEATING COOLING			Status Issued	
21744	RES-RRR-23-001795		IX 170	11/23/23		100.00	0.00	100.00
21744	RES-RRR-23-002406		IX 170	11/17/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181024 Payment Date 10/27/23		Vendor 16931		ABLE WARNECKE ROOFING INC			Status Issued	
16931	RES-RRR-23-002584		IX 170	11/17/23		100.00	0.00	100.00
16931	RES-RRR-23-003002		IX 170	11/23/23		100.00	0.00	100.00
16931	RES-RRR-23-003019		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181025 Payment Date 10/27/23		Vendor 19962		ADVOCATE CONSTRUCTION			Status Issued	
19962	RES-RRR-23-000476		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-000526		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-000647		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-000717		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-000814		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-000857		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-000876		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001020		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001093		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001242		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001245		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001303		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001595		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001686		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001723		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-001887		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-002405		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-002407		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-002754		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-002809		IX 170	11/23/23		100.00	0.00	100.00
19962	RES-RRR-23-002848		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			2,100.00	0.00	2,100.00
Payment Number 1181026 Payment Date 10/27/23		Vendor 12621		ALL CREATURES GREAT & SMALL			Status Issued	
12621	312624		IX 120	09/16/23		300.00	0.00	300.00
12621	313449		IX 120	09/27/23		300.00	0.00	300.00
12621	313563		IX 120	09/28/23		500.00	0.00	500.00
12621	314709		IX 120	10/13/23		400.00	0.00	400.00
12621	314800		IX 120	10/14/23		250.00	0.00	250.00
12621	315177		IX 120	10/19/23		300.00	0.00	300.00
			*** Payment Total			2,050.00	0.00	2,050.00
Payment Number 1181027 Payment Date 10/27/23		Vendor 15669		ALOHA CONSTRUCTION INC			Status Issued	
15669	RES-RRR-23-002555		IX 170	11/23/23		100.00	0.00	100.00
15669	RES-RRR-23-002855		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00

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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181028 Payment Date 10/27/23			Vendor 29498			AMBER COAST INC	Status Issued	
29498	RES-RRR-23-002452		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181029 Payment Date 10/27/23			Vendor 14893			AMERICAN RESIDENTIAL SVCS LLC	Status Issued	
14893	RES-RRR-23-002599		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181030 Payment Date 10/27/23			Vendor 14838			AMERIDREAM FENCE & DECK INC	Status Issued	
14838	RES-ACC-23-002514		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181031 Payment Date 10/27/23			Vendor 42639			AMICI-KOZI, MARY	Status Issued	
42639	RES-ELC-23-000224		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181032 Payment Date 10/27/23			Vendor 40273			ASHMORE, BRIAN STEPHEN	Status Issued	
40273	RES-ACC-23-002562		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181033 Payment Date 10/27/23			Vendor 16391			THE AIR CONDITIONING & HEATING	Status Issued	
16391	RES-RRR-23-002160		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181034 Payment Date 10/27/23			Vendor 28920			BAGGIO, ROY	Status Issued	
28920	RES-ACC-23-002221		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181035 Payment Date 10/27/23			Vendor 29078			BOKSA, THOMAS	Status Issued	
29078	RES-ACC-23-001808		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181036 Payment Date 10/27/23			Vendor 14754			BRADFORD & KENT BUILDERS INC	Status Issued	
14754	RES-RRR-23-001122		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181037 Payment Date 10/27/23			Vendor 32348			BRIGHT PLANET SOLAR	Status Issued	
32348	RES-SOLAR-23-002002		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181038 Payment Date 10/27/23			Vendor 28408			C & N CONSTRUCTION INC	Status Issued	
28408	RES-RRR-23-000587		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181039 Payment Date 10/27/23			Vendor 30025			CANGA EXTERIOR RESTORATION	Status Issued	
30025	RES-RRR-23-002372		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181040 Payment Date 10/27/23			Vendor 15191			CAREFREE LANDSCAPING	Status Issued	

AP255 Date 10/27/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 4
Time 13:31 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181040 Payment Date 10/27/23			Vendor 15191			CAREFREE LANDSCAPING	Status Issued	
15191	RES-ACC-23-002712		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181041 Payment Date 10/27/23			Vendor 32643			CERTASUN LLC	Status Issued	
32643	RES-ALT-23-002349		IX 170	10/24/23		100.00	0.00	100.00
32643	RES-SOLAR-23-002309		IX 170	10/24/23		100.00	0.00	100.00
32643	RES-SOLAR-23-002343		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181042 Payment Date 10/27/23			Vendor 14219			CHAMPION ROOFING INC	Status Issued	
14219	RES-RRR-23-001831		IX 170	11/23/23		100.00	0.00	100.00
14219	RES-RRR-23-002307		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181043 Payment Date 10/27/23			Vendor 39305			CHICAGOLAND GARAGE BUILDERS	Status Issued	
39305	RES-ACC-23-002110		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181044 Payment Date 10/27/23			Vendor 22681			CIRAULO & SONS CONSTRUCTION	Status Issued	
22681	RES-RRR-23-002806		IX 170	11/23/23		100.00	0.00	100.00
22681	RES-RRR-23-002834		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181045 Payment Date 10/27/23			Vendor 16133			COUNTRYSIDE ROOFING, SIDING &	Status Issued	
16133	RES-RRR-23-002512		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181046 Payment Date 10/27/23			Vendor 24522			COX, JEFFREY	Status Issued	
24522	RES-ACC-23-002206		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181047 Payment Date 10/27/23			Vendor 26957			CYRUS, RICHARD	Status Issued	
26957	RES-ACC-23-002141		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181048 Payment Date 10/27/23			Vendor 24523			DE MARZO, ARTHUR	Status Issued	
24523	RES-ACC-23-002480		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181049 Payment Date 10/27/23			Vendor 41606			DEMITO, DEBBIE	Status Issued	
41606	RES-ACC-23-000997		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181050 Payment Date 10/27/23			Vendor 29009			DOLLE, SUSAN	Status Issued	
29009	RES-ACC-23-001738		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181051 Payment Date 10/27/23			Vendor 16202			DRESSLER-BLOCK CONCRETE INC	Status Issued	

AP255 Date 10/27/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 5
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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181051 Payment Date 10/27/23			Vendor 16202			DRESSLER-BLOCK CONCRETE INC	Status Issued	
16202	RES-ACC-23-001792		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181052 Payment Date 10/27/23			Vendor 15245			DRF TRUSTED PROPERTY SOLUTIONS	Status Issued	
15245	RES-RRR-23-002301		IX 170	11/23/23		100.00	0.00	100.00
15245	RES-RRR-23-002762		IX 170	11/23/23		100.00	0.00	100.00
15245	RES-RRR-23-002920		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181053 Payment Date 10/27/23			Vendor 31703			DRISCOLL RENOVATIONS INC	Status Issued	
31703	RES-RRR-23-002339		IX 170	11/23/23		100.00	0.00	100.00
31703	RES-RRR-23-002391		IX 170	11/23/23		100.00	0.00	100.00
31703	RES-RRR-23-002496		IX 170	10/24/23		100.00	0.00	100.00
31703	RES-RRR-23-002710		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181054 Payment Date 10/27/23			Vendor 29746			DUPAGE CONSTRUCTION LLC	Status Issued	
29746	RES-RRR-23-002805		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181055 Payment Date 10/27/23			Vendor 19784			DUPAGE COUNTY PUBLIC WORKS	Status Issued	
19784	PHASE-1_PW_17		IX 105	11/18/23		87,938.09	0.00	87,938.09
19784	PHASE-1_PW_18		IX 105	11/18/23		17,533.22	0.00	17,533.22
			*** Payment Total			105,471.31	0.00	105,471.31
Payment Number 1181056 Payment Date 10/27/23			Vendor 14844			EAGLE BIOMASS INC	Status Issued	
14844	RES-DEM-23-002693		IX 170	11/23/23		250.00	0.00	250.00
			*** Payment Total			250.00	0.00	250.00
Payment Number 1181057 Payment Date 10/27/23			Vendor 39498			ECONOMY FENCE	Status Issued	
39498	RES-ACC-23-002162		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181058 Payment Date 10/27/23			Vendor 42480			ETLING CO ELECTRICAL SERVICES	Status Issued	
42480	RES-ALT-23-001765		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181059 Payment Date 10/27/23			Vendor 42481			F&C DEMO AND CONSTRUCTION	Status Issued	
42481	RES-ACC-23-002570		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181060 Payment Date 10/27/23			Vendor 16335			FELDCO FACTORY DIRECT LLC	Status Issued	
16335	RES-RRR-23-002474		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181061 Payment Date 10/27/23			Vendor 16402			FELLOWS ROOFING LTD	Status Issued	
16402	RES-RRR-23-002698		IX 170	10/24/23		100.00	0.00	100.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181061 Payment Date 10/27/23			Vendor 16402			FELLOWS ROOFING LTD	Status Issued	
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181062 Payment Date 10/27/23			Vendor 25053			FELSKE, RONALD	Status Issued	
25053	RES-ACC-23-002072		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181063 Payment Date 10/27/23			Vendor 16067			FEZE ROOFING INC	Status Issued	
16067	RES-RRR-23-002184		IX 170	10/24/23		100.00	0.00	100.00
16067	RES-RRR-23-002608		IX 170	11/23/23		100.00	0.00	100.00
16067	RES-RRR-23-002711		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181064 Payment Date 10/27/23			Vendor 27239			FINISHING TOUCH CEMENT &	Status Issued	
27239	RES-ACC-23-002158		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181065 Payment Date 10/27/23			Vendor 27240			FORTIS GROUND WERKS INC	Status Issued	
27240	RES-ACC-23-001278		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181066 Payment Date 10/27/23			Vendor 32955			FREEDOM FOREVER IL LLC	Status Issued	
32955	RES-SOLAR-23-002421		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181067 Payment Date 10/27/23			Vendor 32806			FRESH COAST SOLAR LLC	Status Issued	
32806	RES-SOLAR-23-001844		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181068 Payment Date 10/27/23			Vendor 16070			FRITZ KONSTRUCTION OF IL. INC	Status Issued	
16070	RES-RRR-23-002793		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181069 Payment Date 10/27/23			Vendor 23926			FTC OURY GROUP LLC	Status Issued	
23926	RES-RRR-23-002439		IX 170	11/23/23		100.00	0.00	100.00
23926	RES-RRR-23-002460		IX 170	10/24/23		100.00	0.00	100.00
23926	RES-RRR-23-002461		IX 170	11/23/23		100.00	0.00	100.00
23926	RES-RRR-23-002580		IX 170	11/23/23		100.00	0.00	100.00
23926	RES-RRR-23-002677		IX 170	11/23/23		100.00	0.00	100.00
23926	RES-RRR-23-002908		IX 170	11/23/23		100.00	0.00	100.00
23926	RES-RRR-23-002989		IX 170	10/24/23		100.00	0.00	100.00
			*** Payment Total			700.00	0.00	700.00
Payment Number 1181070 Payment Date 10/27/23			Vendor 41910			G&I ROOFING, INC	Status Issued	
41910	RES-RRR-23-002365		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181071 Payment Date 10/27/23			Vendor 30036			GICELA, MICHAEL	Status Issued	
30036	RES-ACC-23-002622		IX 170	11/23/23		100.00	0.00	100.00

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181071 Payment Date 10/27/23			Vendor 30036				GICELA, MICHAEL	Status Issued	
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181072 Payment Date 10/27/23			Vendor 39892				GME PLLC	Status Issued	
39892	RES-RRR-23-002742		IX	170	10/25/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181073 Payment Date 10/27/23			Vendor 29312				GO PERMITS LLC	Status Issued	
29312	RES-ALT-23-002107		IX	170	11/23/23		100.00	0.00	100.00
29312	RES-RRR-23-002078		IX	170	11/23/23		100.00	0.00	100.00
29312	RES-RRR-23-002578		IX	170	11/23/23		100.00	0.00	100.00
			*** Payment Total				300.00	0.00	300.00
Payment Number 1181074 Payment Date 10/27/23			Vendor 28891				GRNE SOLAR	Status Issued	
28891	RES-SOLAR-23-001637		IX	170	11/23/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181075 Payment Date 10/27/23			Vendor 42755				GROUNDED SOLUTIONS NETWORK	Status Issued	
42755	032902		IX	172	11/01/23		75,000.00	0.00	75,000.00
			*** Payment Total				75,000.00	0.00	75,000.00
Payment Number 1181076 Payment Date 10/27/23			Vendor 16362				HAWKEYE ROOFING CO	Status Issued	
16362	RES-RRR-23-001312		IX	170	11/23/23		100.00	0.00	100.00
16362	RES-RRR-23-001761		IX	170	11/23/23		100.00	0.00	100.00
16362	RES-RRR-23-002469		IX	170	11/23/23		100.00	0.00	100.00
16362	RES-RRR-23-002472		IX	170	11/23/23		100.00	0.00	100.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1181077 Payment Date 10/27/23			Vendor 14899				HAYNES ELECTRIC INC	Status Issued	
14899	RES-ELC-23-001743		IX	170	11/23/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181078 Payment Date 10/27/23			Vendor 15738				HENDRICKSON, ROSEANNE	Status Issued	
15738	RES-ACC-23-002247		IX	170	11/23/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181079 Payment Date 10/27/23			Vendor 16110				HIGH STANDARD SERVICES	Status Issued	
16110	RES-ACC-23-001669		IX	170	11/23/23		100.00	0.00	100.00
16110	RES-ACC-23-002400		IX	170	11/23/23		100.00	0.00	100.00
16110	RES-ACC-23-002574		IX	170	11/23/23		100.00	0.00	100.00
16110	RES-ACC-23-002594		IX	170	11/23/23		100.00	0.00	100.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1181080 Payment Date 10/27/23			Vendor 11778				HILL'S PET NUTRITION SALES INC	Status Issued	
11778	246765559		IX	120	11/02/23		727.70	0.00	727.70
11778	246765560		IX	120	11/02/23		400.91	0.00	400.91
			*** Payment Total				1,128.61	0.00	1,128.61
Payment Number 1181081 Payment Date 10/27/23			Vendor 16071				INGSTRUP PAVING INC	Status Issued	

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181081 Payment Date 10/27/23			Vendor 16071			INGSTRUP PAVING INC	Status Issued	
16071	MISC-PRKG-23-002119		IX 170	11/23/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181082 Payment Date 10/27/23			Vendor 25001			J & K HOME IMPROVEMENT	Status Issued	
25001	RES-RRR-23-002284		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181083 Payment Date 10/27/23			Vendor 20388			MICHELLE A JANICKE	Status Issued	
20388	RES-ACC-23-001570		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181084 Payment Date 10/27/23			Vendor 31722			JANUSZEWSKI, MICHAEL	Status Issued	
31722	RES-ACC-23-002356		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181085 Payment Date 10/27/23			Vendor 42194			JIA, QI JONATHAN	Status Issued	
42194	RES-ACC-23-002014		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181086 Payment Date 10/27/23			Vendor 16006			LA MANTIA ENTERPRISES INC	Status Issued	
16006	RES-ACC-23-002165		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181087 Payment Date 10/27/23			Vendor 15123			LANKENAU CONSTRUCTION INC	Status Issued	
15123	RES-ACC-23-002487		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181088 Payment Date 10/27/23			Vendor 41919			LENINGER, SUSAN	Status Issued	
41919	RES-ACC-23-002491		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181089 Payment Date 10/27/23			Vendor 32808			LIST, KENNETH	Status Issued	
32808	RES-RRR-23-002980		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181090 Payment Date 10/27/23			Vendor 15034			MACH 1 INC	Status Issued	
15034	RES-ADD-23-000102		IX 170	10/25/23		400.00	0.00	400.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181091 Payment Date 10/27/23			Vendor 14672			MANLEY, SCOTT	Status Issued	
14672	RES-ACC-23-002561		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181092 Payment Date 10/27/23			Vendor 15403			MCCARTHY, JOE	Status Issued	
15403	MISC-PRKG-23-001469		IX 170	11/23/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181093 Payment Date 10/27/23			Vendor 22025			MEJIA PAINTING & CONSTRUCTION	Status Issued	

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181093 Payment Date 10/27/23			Vendor 22025			MEJIA PAINTING & CONSTRUCTION	Status Issued	
22025	RES-ACC-23-002036		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181094 Payment Date 10/27/23			Vendor 39411			MERIDIAN RESTORATION INC	Status Issued	
39411	RES-RRR-23-002050		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181095 Payment Date 10/27/23			Vendor 14874			NAPERVILLE EXTERIOR INC	Status Issued	
14874	RES-RRR-23-002465		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181096 Payment Date 10/27/23			Vendor 30842			NEW RESTORATION SYSTEM LLC	Status Issued	
30842	RES-RRR-23-002137		IX 170	10/25/23		100.00	0.00	100.00
30842	RES-RRR-23-002148		IX 170	10/25/23		100.00	0.00	100.00
30842	RES-RRR-23-002170		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181097 Payment Date 10/27/23			Vendor 10545			NFPA	Status Issued	
10545	8616892X		IX 102	11/02/23		175.00	0.00	175.00
			*** Payment Total			175.00	0.00	175.00
Payment Number 1181098 Payment Date 10/27/23			Vendor 42279			NUVOHAUS HOME IMPROVEMENT	Status Issued	
42279	RES-RRR-23-001821		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181099 Payment Date 10/27/23			Vendor 33690			OGINSKI, JUDY	Status Issued	
33690	RES-RRR-23-002482		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181100 Payment Date 10/27/23			Vendor 22100			OMNICON INC	Status Issued	
22100	RES-ALT-23-000409		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181101 Payment Date 10/27/23			Vendor 10978			PEERLESS FENCE COMPANY	Status Issued	
10978	RES-ACC-23-001950		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181102 Payment Date 10/27/23			Vendor 27703			PRECISION FENCE	Status Issued	
27703	RES-ACC-23-002601		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181103 Payment Date 10/27/23			Vendor 29597			PREMIER FENCE INC	Status Issued	
29597	RES-ACC-23-001575		IX 170	11/23/23		100.00	0.00	100.00
29597	RES-ACC-23-002535		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181104 Payment Date 10/27/23			Vendor 27255			PRESIDENTIAL CONSTRUCTION &	Status Issued	
27255	RES-RRR-23-002091		IX 170	11/23/23		100.00	0.00	100.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181104 Payment Date 10/27/23			Vendor 27255			PRESIDENTIAL CONSTRUCTION &	Status Issued	
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181105 Payment Date 10/27/23			Vendor 15264			PRO-HOME SERVICES INC	Status Issued	
15264	RES-RRR-23-002321		IX 170	11/23/23		100.00	0.00	100.00
15264	RES-RRR-23-002589		IX 170	11/23/23		100.00	0.00	100.00
15264	RES-RRR-23-002845		IX 170	10/25/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181106 Payment Date 10/27/23			Vendor 16406			PULTE GROUP - ILLINOIS DIV	Status Issued	
16406	RES-NEW-22-003208B		IX 170	11/23/23		2,000.00	0.00	2,000.00
16406	T75203B		IX 170	11/23/23		2,000.00	0.00	2,000.00
			*** Payment Total			4,000.00	0.00	4,000.00
Payment Number 1181107 Payment Date 10/27/23			Vendor 11145			RAY O'HERRON CO INC	Status Issued	
11145	2294011		IX 120	10/12/23		249.94	0.00	249.94
			*** Payment Total			249.94	0.00	249.94
Payment Number 1181108 Payment Date 10/27/23			Vendor 15356			RENEWAL BY ANDERSEN	Status Issued	
15356	RES-RRR-23-002005		IX 170	11/23/23		100.00	0.00	100.00
15356	RES-RRR-23-002994		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181109 Payment Date 10/27/23			Vendor 34413			REVOLUTION ENERGY SYSTEMS INC	Status Issued	
34413	RES-SOLAR-23-002335		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181110 Payment Date 10/27/23			Vendor 26818			RITE-WAY CUSTOM HOMES LLC	Status Issued	
26818	RES-ALT-22-002956		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181111 Payment Date 10/27/23			Vendor 38929			SALINAS IRRIGATION INC	Status Issued	
38929	RES-ACC-23-000983		IX 170	10/26/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181112 Payment Date 10/27/23			Vendor 14733			SCHMITT'S LANDSCAPE CO, INC	Status Issued	
14733	RES-ACC-23-001807		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181113 Payment Date 10/27/23			Vendor 16195			SIGNATURE POOLS & SPAS INC	Status Issued	
16195	RES-ACC-23-000850		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181114 Payment Date 10/27/23			Vendor 40915			SMART HOME RESTORATION INC	Status Issued	
40915	RES-RRR-23-002038		IX 170	10/26/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181115 Payment Date 10/27/23			Vendor 20021			SPAY ILLINOIS PET WELL CLINICS	Status Issued	
20021	2023-176		IX 120	09/13/23		250.00	0.00	250.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181115 Payment Date 10/27/23		Vendor 20021		SPAY ILLINOIS PET WELL CLINICS			Status Issued	
20021	2023-177		IX 120	09/13/23		250.00	0.00	250.00
20021	2023-178		IX 120	09/13/23		400.00	0.00	400.00
			*** Payment Total			900.00	0.00	900.00
Payment Number 1181116 Payment Date 10/27/23		Vendor 27996		SARS LTD			Status Issued	
27996	COM-ACC-23-000882		IX 170	11/25/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181117 Payment Date 10/27/23		Vendor 36171		STRAFFORD CONSTRUCTION INC			Status Issued	
36171	RES-RRR-23-000676		IX 170	10/26/23		100.00	0.00	100.00
36171	RES-RRR-23-001965		IX 170	10/26/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181118 Payment Date 10/27/23		Vendor 39650		SUNPOWER CORP			Status Issued	
39650	RES-SOLAR-23-002546		IX 170	10/26/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181119 Payment Date 10/27/23		Vendor 30427		SUNRUN INSTALLATION SERVICES			Status Issued	
30427	RES-SOLAR-23-000543		IX 170	11/23/23		100.00	0.00	100.00
30427	RES-SOLAR-23-001713		IX 170	11/23/23		100.00	0.00	100.00
30427	RES-SOLAR-23-002429		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181120 Payment Date 10/27/23		Vendor 27525		SUNSET POOLS & SPA INC			Status Issued	
27525	RES-ACC-22-004003		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181121 Payment Date 10/27/23		Vendor 29920		THE DECK GUYZ			Status Issued	
29920	RES-ACC-23-001985		IX 170	10/26/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181122 Payment Date 10/27/23		Vendor 23292		THE MORTON ARBORETUM			Status Issued	
23292	COM-NEW-22-002354B		IX 170	11/23/23		4,000.00	0.00	4,000.00
			*** Payment Total			4,000.00	0.00	4,000.00
Payment Number 1181123 Payment Date 10/27/23		Vendor 10062		THE SIDWELL COMPANY			Status Issued	
10062	SIDMN0001801		IX 140	10/31/23		1,671.95	0.00	1,671.95
			*** Payment Total			1,671.95	0.00	1,671.95
Payment Number 1181124 Payment Date 10/27/23		Vendor 15559		THERMALCRAFT INC			Status Issued	
15559	RES-ALT-23-002464		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181125 Payment Date 10/27/23		Vendor 16284		TMW ENTERPRISES PAVING &			Status Issued	
16284	RES-ACC-23-000852		IX 170	11/23/23		100.00	0.00	100.00
16284	RES-ACC-23-002200		IX 170	11/23/23		100.00	0.00	100.00
16284	RES-ACC-23-002618		IX 170	11/23/23		100.00	0.00	100.00

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181125 Payment Date 10/27/23		Vendor 16284			TMW ENTERPRISES PAVING &		Status Issued	
		*** Payment Total				300.00	0.00	300.00
Payment Number 1181126 Payment Date 10/27/23		Vendor 23688			TUFF SHED INC		Status Issued	
23688	RES-ACC-23-002115		IX 170	11/23/23		100.00	0.00	100.00
23688	RES-ACC-23-002470		IX 170	11/23/23		100.00	0.00	100.00
23688	RES-ACC-23-002639		IX 170	11/23/23		100.00	0.00	100.00
23688	RES-ACC-23-002667		IX 170	11/23/23		100.00	0.00	100.00
23688	RES-ACC-23-002717		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				500.00	0.00	500.00
Payment Number 1181127 Payment Date 10/27/23		Vendor 11426			U S PAVING		Status Issued	
11426	RES-ACC-23-002441		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181128 Payment Date 10/27/23		Vendor 42547			VAZQUEZ, JESSIE		Status Issued	
42547	RES-ACC-23-001947		IX 170	10/26/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181129 Payment Date 10/27/23		Vendor 15076			VERN MOORE & SONS ROOFING INC		Status Issued	
15076	RES-RRR-23-003039		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181130 Payment Date 10/27/23		Vendor 27143			VIS EXTERIOR CORP		Status Issued	
27143	RES-RRR-23-001890		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181131 Payment Date 10/27/23		Vendor 20574			WARNERS DECKING, INC		Status Issued	
20574	RES-ACC-23-001966		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181132 Payment Date 10/27/23		Vendor 14807			WATERMAN BROS CONSTRUCTION INC		Status Issued	
14807	RES-ALT-23-000810		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181133 Payment Date 10/27/23		Vendor 16723			WCP SOLAR SERVICES LLC		Status Issued	
16723	RES-SOLAR-23-001089		IX 170	11/23/23		100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1181134 Payment Date 10/27/23		Vendor 39656			WINDOW NATION		Status Issued	
39656	RES-RRR-22-003988		IX 170	10/26/23		100.00	0.00	100.00
39656	RES-RRR-23-002317		IX 170	10/26/23		100.00	0.00	100.00
39656	RES-RRR-23-002319		IX 170	10/26/23		100.00	0.00	100.00
		*** Payment Total				300.00	0.00	300.00
Payment Number 1181135 Payment Date 10/27/23		Vendor 28504			WINDOW WORLD OF WESTERN		Status Issued	
28504	RES-RRR-23-002420		IX 170	10/26/23		100.00	0.00	100.00
28504	RES-RRR-23-002632		IX 170	10/26/23		100.00	0.00	100.00

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AP255 Date 10/27/23                Pay Group  1100 GENERAL GOVERNMENT PAY GROUP    USD                                Page   13
      Time 13:31                   Bank Account Payment History

                                     Payment Date Range    10/27/23  thru  10/27/23
Cash Code  1414    Bank  071923909                                        Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1181135 Payment Date 10/27/23   Vendor     28504        WINDOW WORLD OF WESTERN          Status Issued
                                                     *** Payment Total              200.00                0.00               200.00

Payment Number    1181136 Payment Date 10/27/23   Vendor     31527        WINDSOLEIL INC                   Status Issued
    31527 RES-SOLAR-23-000650                    IX  170   10/26/23                   100.00                0.00               100.00
    31527 RES-SOLAR-23-000812                    IX  170   10/26/23                   100.00                0.00               100.00
                                                     *** Payment Total              200.00                0.00               200.00

Payment Number    1181137 Payment Date 10/27/23   Vendor     17063        WINDY CITY ROOFING & SIDING      Status Issued
    17063 RES-RRR-23-002143                      IX  170   11/23/23                   100.00                0.00               100.00
                                                     *** Payment Total              100.00                0.00               100.00

Payment Number    1181138 Payment Date 10/27/23   Vendor     17220        WOLD, RICHARD                    Status Issued
    17220 RES-ACC-23-002544                      IX  170   11/23/23                   100.00                0.00               100.00
                                                     *** Payment Total              100.00                0.00               100.00

                                          *** Payment Code CHK Total          212,796.81                0.00           212,796.81
                                                       Payment Count              116

                                          *** Cash Code  1414  Total          213,046.81                0.00           213,046.81
                                                       Payment Count              117

                                       *** Pay Group 1100 USD   Total          213,046.81                0.00           213,046.81
                                                       Payment Count              117
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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:31


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


                 Pay Group: 1200
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102723 -   102723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/27/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 13:31 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530001 Payment Date 10/27/23 Vendor 10667 CDW GOVERNMENT INC Status Issued								
10667	MM87103		IX 100	11/12/23		6,002.82	0.00	6,002.82
			*** Payment Total			6,002.82	0.00	6,002.82
		*** Payment Code ACH Total				6,002.82	0.00	6,002.82
			Payment Count			1		

AP255 Date 10/27/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2
Time 13:31 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181139 Payment Date 10/27/23			Vendor 26602				CARDINAL HEALTH 110, LLC	Status Issued	
26602	7330677259		IX	100	11/11/23		27.64	0.00	27.64
26602	7330677260		IX	100	11/11/23		22.18	0.00	22.18
26602	7331008926		IX	100	11/12/23		13.60	0.00	13.60
26602	7331008928		IX	100	11/12/23		.98	0.00	.98
26602	7331426147		IX	100	11/15/23		18.93	0.00	18.93
26602	7332014783		IX	100	11/17/23		44.12	0.00	44.12
26602	7332014786		IX	100	11/17/23		7.02	0.00	7.02
26602	7332289000		IX	100	11/18/23		2.48	0.00	2.48
			*** Payment Total				136.95	0.00	136.95
Payment Number 1181140 Payment Date 10/27/23			Vendor 10586				DIRECT SUPPLY INC	Status Issued	
10586	32392045		IX	100	11/18/23		179.98	0.00	179.98
			*** Payment Total				179.98	0.00	179.98
Payment Number 1181141 Payment Date 10/27/23			Vendor 42813				JONES, DUNIYA	Status Issued	
42813	EXP20231008		IX	100	10/24/23		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1181142 Payment Date 10/27/23			Vendor 18261				JONES, TANYA	Status Issued	
18261	EXP20231015		IX	100	10/24/23		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1181143 Payment Date 10/27/23			Vendor 10112				LEADINGAGE ILLINOIS	Status Issued	
10112	19348		IX	100	11/19/23		199.00	0.00	199.00
			*** Payment Total				199.00	0.00	199.00
Payment Number 1181144 Payment Date 10/27/23			Vendor 13962				MAXIM HEALTHCARE STAFFING	Status Issued	
13962	E10716960283		IX	100	10/14/23		4,084.50	0.00	4,084.50
			*** Payment Total				4,084.50	0.00	4,084.50
Payment Number 1181145 Payment Date 10/27/23			Vendor 10851				MENARDS - WEST CHICAGO	Status Issued	
10851	82242		IX	100	10/18/23		151.88	0.00	151.88
			*** Payment Total				151.88	0.00	151.88
Payment Number 1181146 Payment Date 10/27/23			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	331999539001		IX	100	10/29/23		28.99	0.00	28.99
			*** Payment Total				28.99	0.00	28.99
Payment Number 1181147 Payment Date 10/27/23			Vendor 11409				PROFESSIONAL MEDICAL INC	Status Issued	
11409	2342135		IX	100	11/11/23		314.28	0.00	314.28
			*** Payment Total				314.28	0.00	314.28
Payment Number 1181148 Payment Date 10/27/23			Vendor 10555				SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624817877		IX	100	11/18/23		2,490.82	0.00	2,490.82
10555	624817878		IX	100	11/18/23		274.33	0.00	274.33
10555	624817879		IX	100	11/18/23		115.50	0.00	115.50
10555	624817880		IX	100	11/18/23		293.05	0.00	293.05
10555	624817881		IX	100	11/18/23		88.67	0.00	88.67

AP255 Date 10/27/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 13:31 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181148 Payment Date 10/27/23			Vendor 10555			SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624817882		IX 100	11/18/23		72.01	0.00	72.01
10555	624817883		IX 100	11/18/23		33.01	0.00	33.01
10555	624817884		IX 100	11/18/23		12.86	0.00	12.86
10555	624817885		IX 100	11/18/23		1,271.50	0.00	1,271.50
10555	624817886		IX 100	11/18/23		36.36	0.00	36.36
10555	624823696		IX 100	11/20/23		105.79	0.00	105.79
			*** Payment Total			4,793.90	0.00	4,793.90
Payment Number 1181149 Payment Date 10/27/23			Vendor 11694			UNLIMITED ADVACARE INC	Status Issued	
11694	23051665		IX 100	06/30/23		6,292.80	0.00	6,292.80
			*** Payment Total			6,292.80	0.00	6,292.80
Payment Number 1181150 Payment Date 10/27/23			Vendor 20890			WAYSTAR INC.	Status Issued	
20890	30005563347		IX 100	11/10/23		185.29	0.00	185.29
20890	30005568402		IX 100	11/11/23		45.00	0.00	45.00
			*** Payment Total			230.29	0.00	230.29
			*** Payment Code CHK Total			16,512.57	0.00	16,512.57
			Payment Count			12		
			*** Cash Code 1414 Total			22,515.39	0.00	22,515.39
			Payment Count			13		
			*** Pay Group 1200 USD Total			22,515.39	0.00	22,515.39
			Payment Count			13		

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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:31


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


                    Pay Group: 1300
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102723 -   102723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 10/27/23                Pay Group  1300 PUBLIC SAFETY PAY GROUP        USD                                    Page    1
      Time 13:31                   Bank Account Payment History

                                     Payment Date Range    10/27/23  thru  10/27/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     530002 Payment Date 10/27/23   Vendor     11210        BOND, DICKSON & ASSOCIATES PC    Status Issued
    11210 18866                                IX  103   11/08/23                  4,260.00              0.00           4,260.00
                                                   *** Payment Total             4,260.00              0.00           4,260.00

                                          *** Payment Code ACH Total             4,260.00              0.00           4,260.00
                                                      Payment Count                  1

                                          *** Cash Code  1414  Total             4,260.00              0.00           4,260.00
                                                      Payment Count                  1

                                       *** Pay Group 1300 USD   Total             4,260.00              0.00           4,260.00
                                                      Payment Count                  1
```

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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:31


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


                    Pay Group: 1400
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102723 -   102723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 10/27/23                Pay Group  1400 JUDICIAL PAY GROUP             USD                                   Page    1
      Time 13:32                   Bank Account Payment History

                                     Payment Date Range    10/27/23  thru  10/27/23
Cash Code  1414    Bank  071923909                                         Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     530003 Payment Date 10/27/23   Vendor     26753        AMAZON CAPITAL SERVICES          Status Issued
    26753 1WH9-GXQW-3NYH                        IX  130   10/19/23                     150.67              0.00             150.67
                                                   *** Payment Total               150.67                 0.00             150.67

Payment Number     530004 Payment Date 10/27/23   Vendor     14161        GRAHAM, KELLY                    Status Issued
    14161 100823-101423.PB                      IX  130   10/19/23                     435.00              0.00             435.00
                                                   *** Payment Total               435.00                 0.00             435.00

                                          *** Payment Code ACH Total               585.67                 0.00             585.67
                                                     Payment Count                   2
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Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181151 Payment Date 10/27/23			Vendor 10876				AMERICAN MOBILE SHREDDING &	Status Issued	
10876	2825		IX	104	11/17/23		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1181152 Payment Date 10/27/23			Vendor 30292				COGNITIVE BEHAVIORAL SOLUTIONS	Status Issued	
30292	AGR441.INDV.0923.VH		IX	130	10/23/23		80.00	0.00	80.00
30292	AGR471.GRP.0906-0927		IX	130	10/23/23		75.00	0.00	75.00
30292	AGR471.INDV.0930.VH		IX	130	10/23/23		50.00	0.00	50.00
			*** Payment Total				205.00	0.00	205.00
Payment Number 1181153 Payment Date 10/27/23			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	335787582001		IX	130	10/19/23		59.93	0.00	59.93
39549	335791410001		IX	130	10/19/23		21.34	0.00	21.34
39549	335791411001		IX	130	10/19/23		19.49	0.00	19.49
39549	335969818001		IX	130	10/19/23		222.47	0.00	222.47
			*** Payment Total				323.23	0.00	323.23
Payment Number 1181154 Payment Date 10/27/23			Vendor 11539				REDWOOD TOXICOLOGY LABORATORY	Status Issued	
11539	01228520239		IX	130	10/23/23		194.98	0.00	194.98
			*** Payment Total				194.98	0.00	194.98
Payment Number 1181155 Payment Date 10/27/23			Vendor 39301				RLF PROMOTIONS	Status Issued	
39301	37735		IX	130	09/29/23		78.25	0.00	78.25
			*** Payment Total				78.25	0.00	78.25
		*** Payment Code CHK Total					1,001.46	0.00	1,001.46
		Payment Count					5		
		*** Cash Code 1414 Total					1,587.13	0.00	1,587.13
		Payment Count					7		
		*** Pay Group 1400 USD Total					1,587.13	0.00	1,587.13
		Payment Count					7		

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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:32


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


                    Pay Group: 1500
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 102723 -   102723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 10/27/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 13:32 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530005 Payment Date 10/27/23			Vendor 28799			WHEATLAND TITLE COMPANY	Status Issued	
28799	679750		IX 100	11/01/23		65.00	0.00	65.00
28799	679751		IX 100	11/01/23		65.00	0.00	65.00
28799	679763		IX 100	11/01/23		65.00	0.00	65.00
28799	679764		IX 100	11/01/23		65.00	0.00	65.00
28799	680049		IX 100	11/10/23		1,728.00	0.00	1,728.00
			*** Payment Total			1,988.00	0.00	1,988.00
			*** Payment Code ACH Total			1,988.00	0.00	1,988.00
			Payment Count			1		

AP255 Date 10/27/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2
Time 13:32 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181156 Payment Date 10/27/23		Vendor 30492		ALTORFER INDUSTRIES INC			Status Issued	
30492	R0211601		IX 100	10/08/23		750.00	0.00	750.00
30492	R0211801		IX 100	10/08/23		750.00	0.00	750.00
30492	R0211901		IX 100	10/08/23		750.00	0.00	750.00
30492	R0212001		IX 100	10/08/23		750.00	0.00	750.00
			*** Payment Total			3,000.00	0.00	3,000.00
Payment Number 1181157 Payment Date 10/27/23		Vendor 12652		APEX MATERIAL HANDLING CORP.			Status Issued	
12652	PS100222		IX 100	10/28/23		400.00	0.00	400.00
12652	PS100223		IX 100	11/07/23		85.00	0.00	85.00
			*** Payment Total			485.00	0.00	485.00
Payment Number 1181158 Payment Date 10/27/23		Vendor 10008		AT&T			Status Issued	
10008	630241197410 2023		IX 100	11/03/23		54.50	0.00	54.50
			*** Payment Total			54.50	0.00	54.50
Payment Number 1181159 Payment Date 10/27/23		Vendor 10008		AT&T			Status Issued	
10008	630322896410 2023		IX 100	11/03/23		54.50	0.00	54.50
			*** Payment Total			54.50	0.00	54.50
Payment Number 1181160 Payment Date 10/27/23		Vendor 10008		AT&T			Status Issued	
10008	630964508710 2023		IX 100	11/06/23		46.94	0.00	46.94
			*** Payment Total			46.94	0.00	46.94
Payment Number 1181161 Payment Date 10/27/23		Vendor 10008		AT&T			Status Issued	
10008	630964761910 2023		IX 100	11/06/23		46.94	0.00	46.94
			*** Payment Total			46.94	0.00	46.94
Payment Number 1181162 Payment Date 10/27/23		Vendor 10008		AT&T			Status Issued	
10008	630978465710 2023		IX 100	11/03/23		46.72	0.00	46.72
			*** Payment Total			46.72	0.00	46.72
Payment Number 1181163 Payment Date 10/27/23		Vendor 11624		BUILDERS CHICAGO CORPORATION			Status Issued	
11624	89082		IX 100	09/30/23		450.00	0.00	450.00
			*** Payment Total			450.00	0.00	450.00
Payment Number 1181164 Payment Date 10/27/23		Vendor 32620		CHEM-WISE ECOLOGICAL PEST			Status Issued	
32620	1192073		IX 100	10/28/23		55.00	0.00	55.00
			*** Payment Total			55.00	0.00	55.00
Payment Number 1181165 Payment Date 10/27/23		Vendor 10023		COM ED			Status Issued	
10023	0798148026 101823		IX 100	11/17/23		33.51	0.00	33.51
			*** Payment Total			33.51	0.00	33.51
Payment Number 1181166 Payment Date 10/27/23		Vendor 10023		COM ED			Status Issued	
10023	0903125271 101623		IX 100	11/15/23		208.76	0.00	208.76
			*** Payment Total			208.76	0.00	208.76
Payment Number 1181167 Payment Date 10/27/23		Vendor 10023		COM ED			Status Issued	

AP255 Date 10/27/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 3
Time 13:32 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181167 Payment Date 10/27/23			Vendor 10023			COM ED	Status Issued	
10023	1727135007 101923		IX 100	11/18/23		61.61	0.00	61.61
			*** Payment Total			61.61	0.00	61.61
Payment Number 1181168 Payment Date 10/27/23			Vendor 10023			COM ED	Status Issued	
10023	1737014015 091923		IX 100	10/19/23		491.14	0.00	491.14
			*** Payment Total			491.14	0.00	491.14
Payment Number 1181169 Payment Date 10/27/23			Vendor 10023			COM ED	Status Issued	
10023	1737014015 101623		IX 100	11/15/23		494.70	0.00	494.70
			*** Payment Total			494.70	0.00	494.70
Payment Number 1181170 Payment Date 10/27/23			Vendor 11506			COMMERCIAL TIRE SERVICE INC	Status Issued	
11506	2220083511		IX 100	10/29/23		625.00	0.00	625.00
			*** Payment Total			625.00	0.00	625.00
Payment Number 1181171 Payment Date 10/27/23			Vendor 10030			DUKANE ASPHALT COMPANY	Status Issued	
10030	7201		IX 100	11/15/23		2,483.72	0.00	2,483.72
			*** Payment Total			2,483.72	0.00	2,483.72
Payment Number 1181172 Payment Date 10/27/23			Vendor 27954			GROOT, INC	Status Issued	
27954	11309885T107		IX 100	10/31/23		1,262.18	0.00	1,262.18
			*** Payment Total			1,262.18	0.00	1,262.18
Payment Number 1181173 Payment Date 10/27/23			Vendor 27225			MANSFIELD POWER AND GAS	Status Issued	
27225	MNS246291		IX 100	11/15/23		733.47	0.00	733.47
			*** Payment Total			733.47	0.00	733.47
Payment Number 1181174 Payment Date 10/27/23			Vendor 19668			NAPERVILLE TOWNSHIP	Status Issued	
19668	5834-19		IX 100	10/21/23		6,712.51	0.00	6,712.51
			*** Payment Total			6,712.51	0.00	6,712.51
Payment Number 1181175 Payment Date 10/27/23			Vendor 10057			NICOR GAS	Status Issued	
10057	72852341519 101223		IX 100	11/11/23		167.36	0.00	167.36
			*** Payment Total			167.36	0.00	167.36
Payment Number 1181176 Payment Date 10/27/23			Vendor 10549			REDWING BUSINESS ADVANTAGE	Status Issued	
10549	45-1-136417		IX 100	10/11/23		200.00	0.00	200.00
10549	45-1-137092		IX 100	10/29/23		200.00	0.00	200.00
10549	45-1-137219		IX 100	11/01/23		152.99	0.00	152.99
			*** Payment Total			552.99	0.00	552.99
Payment Number 1181177 Payment Date 10/27/23			Vendor 11933			THE SAINT FRANCIS GROUP	Status Issued	
11933	86544		IX 100	10/30/23		605.00	0.00	605.00
			*** Payment Total			605.00	0.00	605.00
Payment Number 1181178 Payment Date 10/27/23			Vendor 12876			TRUSTED JOURNEY PET MEMORIAL	Status Issued	
12876	APR10206-I-0018		IX 100	10/30/23		40.95	0.00	40.95

AP255 Date 10/27/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 4
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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181178 Payment Date 10/27/23			Vendor 12876			TRUSTED JOURNEY PET MEMORIAL	Status Issued	
			*** Payment Total			40.95	0.00	40.95
Payment Number 1181179 Payment Date 10/27/23			Vendor 10037			WHEATON SANITARY DISTRICT	Status Issued	
10037	036917-000 092523		IX 100	10/25/23		26.53	0.00	26.53
10037	036919-000 092523		IX 100	10/25/23		58.10	0.00	58.10
			*** Payment Total			84.63	0.00	84.63
		*** Payment Code CHK Total				18,797.13	0.00	18,797.13
			Payment Count			24		
		*** Cash Code 1414 Total				20,785.13	0.00	20,785.13
			Payment Count			25		
		*** Pay Group 1500 USD Total				20,785.13	0.00	20,785.13
			Payment Count			25		

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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:32


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



                 Pay Group: 1600
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102723 -   102723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/27/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 13:32 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530006 Payment Date 10/27/23 Vendor 10802 V3 COMPANIES, LTD Status Issued								
10802	623601-1		IX 100	07/30/23		11,450.77	0.00	11,450.77
			*** Payment Total			11,450.77	0.00	11,450.77
		*** Payment Code ACH Total				11,450.77	0.00	11,450.77
			Payment Count			1		

AP255 Date 10/27/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD
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Payment Date Range 10/27/23 thru 10/27/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181180 Payment Date 10/27/23			Vendor 37389			AEP ENERGY	Status Issued	
37389	3014485574 100323		IX 100	11/02/23		58.94	0.00	58.94
			*** Payment Total			58.94	0.00	58.94
Payment Number 1181181 Payment Date 10/27/23			Vendor 10008			AT&T	Status Issued	
10008	630295858610 2023		IX 100	11/03/23		54.93	0.00	54.93
10008	630668216110 2023		IX 100	11/09/23		80.13	0.00	80.13
10008	630964095310 2023		IX 100	11/06/23		52.02	0.00	52.02
			*** Payment Total			187.08	0.00	187.08
Payment Number 1181182 Payment Date 10/27/23			Vendor 10008			AT&T	Status Issued	
10008	0534711873001 100323		IX 100	11/02/23		46.70	0.00	46.70
			*** Payment Total			46.70	0.00	46.70
Payment Number 1181183 Payment Date 10/27/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	287304273961X10082023		IX 100	10/30/23		1,951.76	0.00	1,951.76
			*** Payment Total			1,951.76	0.00	1,951.76
Payment Number 1181184 Payment Date 10/27/23			Vendor 19422			B & H PHOTO-VIDEO	Status Issued	
19422	215834937		IX 100	09/15/23		2,349.52	0.00	2,349.52
			*** Payment Total			2,349.52	0.00	2,349.52
Payment Number 1181185 Payment Date 10/27/23			Vendor 11025			CIORBA GROUP	Status Issued	
11025	0028160		IX 100	11/11/23		9,967.30	0.00	9,967.30
			*** Payment Total			9,967.30	0.00	9,967.30
Payment Number 1181186 Payment Date 10/27/23			Vendor 10023			COM ED	Status Issued	
10023	8684557013 101123		IX 100	11/10/23		252.98	0.00	252.98
			*** Payment Total			252.98	0.00	252.98
Payment Number 1181187 Payment Date 10/27/23			Vendor 12382			COMCAST	Status Issued	
12382	182805096		IX 100	10/15/23		3,760.74	0.00	3,760.74
			*** Payment Total			3,760.74	0.00	3,760.74
Payment Number 1181188 Payment Date 10/27/23			Vendor 10057			NICOR GAS	Status Issued	
10057	63535010001 100923		IX 100	11/08/23		175.24	0.00	175.24
			*** Payment Total			175.24	0.00	175.24
Payment Number 1181189 Payment Date 10/27/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	334695191001		IX 100	11/02/23		34.94	0.00	34.94
39549	334820206001		IX 100	11/01/23		29.29	0.00	29.29
			*** Payment Total			64.23	0.00	64.23
Payment Number 1181190 Payment Date 10/27/23			Vendor 32985			PIZZO & ASSOCIATES, LTD	Status Issued	
32985	2839		IX 100	11/19/23		1,464.01	0.00	1,464.01
			*** Payment Total			1,464.01	0.00	1,464.01
Payment Number 1181191 Payment Date 10/27/23			Vendor 16406			PULTE GROUP - ILLINOIS DIV	Status Issued	
16406	RES-NEW-22-003208S		IX 100	11/23/23		2,000.00	0.00	2,000.00

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181191 Payment Date 10/27/23			Vendor 16406			PULTE GROUP - ILLINOIS DIV	Status Issued	
16406	RES-NEW-23-000741S		IX 100	11/23/23		2,000.00	0.00	2,000.00
			*** Payment Total			4,000.00	0.00	4,000.00
Payment Number 1181192 Payment Date 10/27/23			Vendor 12422			RUSSO POWER EQUIPEMENT	Status Issued	
12422	SPI20386706		IX 100	10/18/23		563.98	0.00	563.98
			*** Payment Total			563.98	0.00	563.98
Payment Number 1181193 Payment Date 10/27/23			Vendor 23398			SEILER INSTRUMENT & MFG CO INC	Status Issued	
23398	INV15838		IX 100	11/12/23		900.00	0.00	900.00
			*** Payment Total			900.00	0.00	900.00
Payment Number 1181194 Payment Date 10/27/23			Vendor 19721			STRAND ASSOCIATES, INC	Status Issued	
19721	0203133		IX 100	11/12/23		688.10	0.00	688.10
			*** Payment Total			688.10	0.00	688.10
Payment Number 1181195 Payment Date 10/27/23			Vendor 23292			THE MORTON ARBORETUM	Status Issued	
23292	COM-NEW-22-002354S		IX 100	11/23/23		5,500.00	0.00	5,500.00
			*** Payment Total			5,500.00	0.00	5,500.00
Payment Number 1181196 Payment Date 10/27/23			Vendor 12448			TROTTER & ASSOCIATES INC	Status Issued	
12448	22387		IX 100	10/24/23		12,437.50	0.00	12,437.50
			*** Payment Total			12,437.50	0.00	12,437.50
Payment Number 1181197 Payment Date 10/27/23			Vendor 26345			ZORO TOOLS INC	Status Issued	
26345	INV13180914		IX 100	11/16/23		161.49	0.00	161.49
			*** Payment Total			161.49	0.00	161.49
		*** Payment Code CHK Total				44,529.57	0.00	44,529.57
		Payment Count				18		
		*** Cash Code 1414 Total				55,980.34	0.00	55,980.34
		Payment Count				19		
		*** Pay Group 1600 USD Total				55,980.34	0.00	55,980.34
		Payment Count				19		

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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:32


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



                 Pay Group: 2000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102723 -   102723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/27/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530007 Payment Date 10/27/23			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1CLW-7Y7V-WRV3		IX	100	10/24/23		170.00	0.00	170.00
26753	1GT9-QGD6-X719		IX	100	09/30/23		200.66	0.00	200.66
26753	1HFL-QJCN-6YRM		IX	100	11/04/23		75.57	0.00	75.57
26753	1HHR-613K-RKL1		IX	100	09/29/23		68.25	0.00	68.25
26753	1R4H-Q1QK-MQGM		IX	100	10/07/23		36.95	0.00	36.95
26753	1TXD-XXGD-3RYH		IX	100	10/25/23		435.51	0.00	435.51
26753	1TYG-VM1M-YWQQ		IX	100	10/24/23		43.98	0.00	43.98
26753	1YRD-4MV4-RH3N		IX	100	11/10/23		183.50	0.00	183.50
26753	1YRD-MC7Q-63FR		IX	100	10/27/23		37.14	0.00	37.14
			*** Payment Total				1,251.56	0.00	1,251.56
Payment Number 530008 Payment Date 10/27/23			Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	JN07842		IX	100	06/09/23		189.24	0.00	189.24
10667	KN70223		IX	100	08/04/23		11.98	0.00	11.98
10667	KN73317		IX	100	08/04/23		39.48	0.00	39.48
10667	LD65722		IX	100	09/06/23		2,061.11	0.00	2,061.11
10667	LG76626		IX	100	09/10/23		2,411.72	0.00	2,411.72
10667	LK92955		IX	100	09/17/23		495.37	0.00	495.37
10667	LP46260		IX	100	09/27/23		156.77	0.00	156.77
10667	LQ10022		IX	100	09/28/23		235.00	0.00	235.00
10667	LQ14752		IX	100	09/28/23		23.96	0.00	23.96
10667	LT86780		IX	100	10/08/23		60.74	0.00	60.74
10667	LV78233		IX	100	10/11/23		35.94	0.00	35.94
			*** Payment Total				5,721.31	0.00	5,721.31
Payment Number 530009 Payment Date 10/27/23			Vendor 10800				CLARK DIETZ INC.	Status Issued	
10800	439034		IX	100	11/10/23		496.57	0.00	496.57
			*** Payment Total				496.57	0.00	496.57
		*** Payment Code ACH Total					7,469.44	0.00	7,469.44
			Payment Count				3		

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181198 Payment Date 10/27/23		Vendor 29544		A & W TRAILER			Status Issued	
29544	8325		IX 100	09/07/23		235.97	0.00	235.97
			*** Payment Total			235.97	0.00	235.97
Payment Number 1181199 Payment Date 10/27/23		Vendor 37389		AEP ENERGY			Status Issued	
37389	3014485552 101223		IX 100	11/11/23		14,899.27	0.00	14,899.27
			*** Payment Total			14,899.27	0.00	14,899.27
Payment Number 1181200 Payment Date 10/27/23		Vendor 41480		AL WARREN OIL CO INC			Status Issued	
41480	W1602374		IX 100	11/23/23		24,246.23	0.00	24,246.23
			*** Payment Total			24,246.23	0.00	24,246.23
Payment Number 1181201 Payment Date 10/27/23		Vendor 10179		ANDERSON PEST SOLUTIONS			Status Issued	
10179	49851883		IX 100	09/05/23		82.60	0.00	82.60
10179	49851885		IX 100	09/05/23		64.90	0.00	64.90
10179	49852114		IX 100	09/05/23		75.60	0.00	75.60
10179	49853304		IX 100	09/05/23		70.30	0.00	70.30
10179	51225809		IX 100	10/03/23		82.60	0.00	82.60
10179	51225811		IX 100	10/03/23		64.90	0.00	64.90
10179	51226022		IX 100	10/03/23		75.60	0.00	75.60
10179	51227195		IX 100	10/03/23		70.30	0.00	70.30
10179	52553655		IX 100	10/31/23		82.60	0.00	82.60
10179	52553657		IX 100	10/31/23		64.90	0.00	64.90
10179	52553856		IX 100	10/31/23		75.60	0.00	75.60
10179	52554921		IX 100	10/31/23		70.30	0.00	70.30
			*** Payment Total			880.20	0.00	880.20
Payment Number 1181202 Payment Date 10/27/23		Vendor 12382		COMCAST			Status Issued	
12382	8771201190721252101923		IX 100	11/18/23		248.85	0.00	248.85
12382	8771201210396127102323		IX 100	11/22/23		248.85	0.00	248.85
			*** Payment Total			497.70	0.00	497.70
Payment Number 1181203 Payment Date 10/27/23		Vendor 10031		ELMHURST CHICAGO STONE CO			Status Issued	
10031	597338		IX 100	09/23/23		80.00	0.00	80.00
			*** Payment Total			80.00	0.00	80.00
Payment Number 1181204 Payment Date 10/27/23		Vendor 11196		FEDEX			Status Issued	
11196	8-275-28257		IX 100	11/03/23		169.33	0.00	169.33
			*** Payment Total			169.33	0.00	169.33
Payment Number 1181205 Payment Date 10/27/23		Vendor 38645		FEHR GRAHAM & ASSOCIATES LLC			Status Issued	
38645	118826		IX 100	10/29/23		1,526.62	0.00	1,526.62
			*** Payment Total			1,526.62	0.00	1,526.62
Payment Number 1181206 Payment Date 10/27/23		Vendor 10996		FIRST ENVIRONMENTAL LABS INC			Status Issued	
10996	177651		IX 100	09/14/23		230.10	0.00	230.10
10996	178565		IX 100	10/19/23		143.00	0.00	143.00
10996	178617		IX 100	10/21/23		230.10	0.00	230.10
10996	178676		IX 100	10/25/23		41.60	0.00	41.60

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181206 Payment Date 10/27/23			Vendor 10996				FIRST ENVIRONMENTAL LABS INC	Status Issued	
10996	178762		IX	100	10/27/23		412.10	0.00	412.10
			*** Payment Total				1,056.90	0.00	1,056.90
Payment Number 1181207 Payment Date 10/27/23			Vendor 10411				FISHER SCIENTIFIC	Status Issued	
10411	5011312		IX	100	08/31/23		184.42	0.00	184.42
			*** Payment Total				184.42	0.00	184.42
Payment Number 1181208 Payment Date 10/27/23			Vendor 31492				FLENDER CORPORATION	Status Issued	
31492	572D0507957531		IX	100	10/19/23		28,110.00	0.00	28,110.00
			*** Payment Total				28,110.00	0.00	28,110.00
Payment Number 1181209 Payment Date 10/27/23			Vendor 10157				GRAINGER INC	Status Issued	
10157	9789959385		IX	100	08/31/23		160.15	0.00	160.15
10157	9794116013		IX	100	09/03/23		541.12	0.00	541.12
10157	9795974204		IX	100	09/06/23		281.12	0.00	281.12
10157	9800737596		IX	100	09/09/23		14.29	0.00	14.29
10157	9803024869		IX	100	09/13/23		170.96	0.00	170.96
10157	9805294668		IX	100	09/14/23		360.16	0.00	360.16
10157	9807051587		IX	100	09/15/23		84.14	0.00	84.14
10157	9820374669		IX	100	09/27/23		234.44	0.00	234.44
10157	9822672425		IX	100	09/29/23		11.68	0.00	11.68
10157	9823493292		IX	100	09/29/23		319.29	0.00	319.29
10157	9824043518		IX	100	09/30/23		345.14	0.00	345.14
10157	9825499453		IX	100	10/01/23		33.24	0.00	33.24
10157	9825812283		IX	100	10/01/23		68.39	0.00	68.39
10157	9827021065		IX	100	10/05/23		290.40	0.00	290.40
10157	9842054844		IX	100	10/18/23		132.45	0.00	132.45
10157	9854397685		IX	100	10/28/23		192.06	0.00	192.06
10157	9874893119		IX	100	11/17/23		38.38	0.00	38.38
10157	9875408859		IX	100	11/17/23		324.99	0.00	324.99
			*** Payment Total				3,602.40	0.00	3,602.40
Payment Number 1181210 Payment Date 10/27/23			Vendor 11102				HARRINGTON INDUSTRIAL PLASTICS	Status Issued	
11102	023I7739		IX	100	09/29/23		745.18	0.00	745.18
11102	023I7740		IX	100	09/29/23		156.68	0.00	156.68
			*** Payment Total				901.86	0.00	901.86
Payment Number 1181211 Payment Date 10/27/23			Vendor 12234				HAWKINS INC	Status Issued	
12234	6564691		IX	100	09/27/23		416.00	0.00	416.00
			*** Payment Total				416.00	0.00	416.00
Payment Number 1181212 Payment Date 10/27/23			Vendor 11546				KARDON ENTERPRISES INC	Status Issued	
11546	102359		IX	100	09/14/23		1,025.00	0.00	1,025.00
			*** Payment Total				1,025.00	0.00	1,025.00
Payment Number 1181213 Payment Date 10/27/23			Vendor 29381				JOHNSON CONTROLS SECURITY	Status Issued	
29381	39407082		IX	100	11/13/23		55.80	0.00	55.80

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181213 Payment Date 10/27/23			Vendor 29381			JOHNSON CONTROLS SECURITY	Status Issued	
			*** Payment Total			55.80	0.00	55.80
Payment Number 1181214 Payment Date 10/27/23			Vendor 13350			MIDWEST SURVEYING INSTRUMENTS	Status Issued	
13350	23986		IX 100	09/03/23		70.90	0.00	70.90
			*** Payment Total			70.90	0.00	70.90
Payment Number 1181215 Payment Date 10/27/23			Vendor 19816			MIDWEST WATER	Status Issued	
19816	2324		IX 100	11/16/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181216 Payment Date 10/27/23			Vendor 11932			NCL OF WISCONSIN INC	Status Issued	
11932	490244		IX 100	08/19/23		106.63	0.00	106.63
			*** Payment Total			106.63	0.00	106.63
Payment Number 1181217 Payment Date 10/27/23			Vendor 10057			NICOR GAS	Status Issued	
10057	25892110005	101623	IX 100	11/15/23		169.39	0.00	169.39
10057	33730110005	101223	IX 100	11/11/23		2,142.27	0.00	2,142.27
10057	50957010007	101223	IX 100	11/11/23		373.91	0.00	373.91
			*** Payment Total			2,685.57	0.00	2,685.57
Payment Number 1181218 Payment Date 10/27/23			Vendor 10694			POMP'S TIRE SERVICE, INC.	Status Issued	
10694	2120013836		IX 100	10/20/23		1,618.87	0.00	1,618.87
			*** Payment Total			1,618.87	0.00	1,618.87
Payment Number 1181219 Payment Date 10/27/23			Vendor 11154			PORTER PIPE & SUPPLY	Status Issued	
11154	12646903-00		IX 100	09/28/23		283.14	0.00	283.14
			*** Payment Total			283.14	0.00	283.14
Payment Number 1181220 Payment Date 10/27/23			Vendor 24935			RAPIDVIEW LLC	Status Issued	
24935	87057		IX 100	07/29/23		2,179.22	0.00	2,179.22
			*** Payment Total			2,179.22	0.00	2,179.22
Payment Number 1181221 Payment Date 10/27/23			Vendor 10549			REDWING BUSINESS ADVANTAGE	Status Issued	
10549	45-1-136037		IX 100	09/29/23		200.00	0.00	200.00
10549	45-1-136415		IX 100	10/11/23		200.00	0.00	200.00
10549	45-1-136416		IX 100	10/11/23		200.00	0.00	200.00
			*** Payment Total			600.00	0.00	600.00
Payment Number 1181222 Payment Date 10/27/23			Vendor 22423			RILCO INC	Status Issued	
22423	482690		IX 100	09/02/23		1,150.00	0.00	1,150.00
			*** Payment Total			1,150.00	0.00	1,150.00
Payment Number 1181223 Payment Date 10/27/23			Vendor 12422			RUSSO POWER EQUIPMENT	Status Issued	
12422	SPI20331526		IX 100	08/25/23		235.10	0.00	235.10
12422	SPI20337632		IX 100	08/31/23		202.34	0.00	202.34
12422	SPI20381121		IX 100	10/11/23		19.99	0.00	19.99
12422	SPI20388417		IX 100	10/19/23		4.66	0.00	4.66
12422	SPI20416579		IX 100	11/16/23		15.99	0.00	15.99

AP255 Date 10/27/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 5
Time 13:32 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181223 Payment Date 10/27/23			Vendor 12422			RUSSO POWER EQUIPMENT	Status Issued	
			*** Payment Total			478.08	0.00	478.08
Payment Number 1181224 Payment Date 10/27/23			Vendor 10849			STANDARD EQUIPMENT COMPANY	Status Issued	
10849	W11315		IX 100	10/08/23		392.80	0.00	392.80
			*** Payment Total			392.80	0.00	392.80
Payment Number 1181225 Payment Date 10/27/23			Vendor 12062			STONE WHEEL INC	Status Issued	
12062	01 971424		IX 100	09/01/23		194.60	0.00	194.60
			*** Payment Total			194.60	0.00	194.60
Payment Number 1181226 Payment Date 10/27/23			Vendor 12448			TROTTER & ASSOCIATES INC	Status Issued	
12448	22261		IX 100	10/20/23		181,155.59	0.00	181,155.59
12448	22388		IX 100	10/30/23		10,825.16	0.00	10,825.16
12448	22389		IX 100	10/30/23		28,418.16	0.00	28,418.16
			*** Payment Total			220,398.91	0.00	220,398.91
Payment Number 1181227 Payment Date 10/27/23			Vendor 11812			USA BLUEBOOK	Status Issued	
11812	INV00116456		IX 100	09/24/23		310.57	0.00	310.57
			*** Payment Total			310.57	0.00	310.57
Payment Number 1181228 Payment Date 10/27/23			Vendor 10128			VILLAGE OF DOWNERS GROVE	Status Issued	
10128	10315		IX 100	11/15/23		53.57	0.00	53.57
			*** Payment Total			53.57	0.00	53.57
Payment Number 1181229 Payment Date 10/27/23			Vendor 10958			VILLAGE OF ITASCA	Status Issued	
10958	3-114051201-00		IX 100	10/21/23		25,937.58	0.00	25,937.58
			*** Payment Total			25,937.58	0.00	25,937.58
		*** Payment Code CHK Total				334,398.14	0.00	334,398.14
		Payment Count				32		
		*** Cash Code 1414 Total				341,867.58	0.00	341,867.58
		Payment Count				35		
		*** Pay Group 2000 USD Total				341,867.58	0.00	341,867.58
		Payment Count				35		

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AP255 Date: 10/27/23           JOB SUBMISSION PARAMETERS
      Time: 13:32


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



                 Pay Group: 5000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 102723 -   102723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/27/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 13:33 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530010 Payment Date 10/27/23		Vendor 31269		ALLEN, CYNTHIA A.			Status Issued	
31269	MIL20230907		IX 105	10/20/23		12.77	0.00	12.77
			*** Payment Total			12.77	0.00	12.77
Payment Number 530011 Payment Date 10/27/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	16KT-QTVL-4T1M		IX 101	11/17/23		315.51	0.00	315.51
26753	19PC-4XWQ-77FH		IX 101	11/17/23		1,199.40	0.00	1,199.40
26753	1DPJ-NKMC-4TYQ		IX 202	11/18/23		146.98	0.00	146.98
26753	1FFN-ND41-HCQ4		IX 101	11/22/23		143.49	0.00	143.49
26753	1VL3-4T44-4QMQ		IX 202	11/18/23		114.80	0.00	114.80
			*** Payment Total			1,920.18	0.00	1,920.18
Payment Number 530012 Payment Date 10/27/23		Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	MG56409		IX 105	10/29/23		112.75	0.00	112.75
10667	MJ28229		IX 101	11/03/23		233.01	0.00	233.01
10667	ML26918		IX 101	11/09/23		233.01	0.00	233.01
			*** Payment Total			578.77	0.00	578.77
Payment Number 530013 Payment Date 10/27/23		Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	070223-070823.ARI		IX 208	10/19/23		157.50	0.00	157.50
14161	070923-071523.ARI		IX 208	10/19/23		165.00	0.00	165.00
14161	071623-072223-ARI		IX 208	10/19/23		262.50	0.00	262.50
14161	072323-072923.ARI		IX 208	10/19/23		225.00	0.00	225.00
14161	073023-080523.ARI		IX 208	10/19/23		240.00	0.00	240.00
14161	080623-081223.ARI		IX 208	10/19/23		195.00	0.00	195.00
14161	081323-081923.ARI		IX 208	10/19/23		247.50	0.00	247.50
14161	082023-082623.ARI		IX 208	10/19/23		150.00	0.00	150.00
14161	082723-090223.ARI		IX 208	10/19/23		202.50	0.00	202.50
14161	090323-090923.ARI		IX 208	10/19/23		202.50	0.00	202.50
14161	091023-091623.ARI		IX 208	10/19/23		180.00	0.00	180.00
14161	091723-092323.ARI		IX 208	10/19/23		172.50	0.00	172.50
14161	092423-093023.ARI		IX 208	10/19/23		240.00	0.00	240.00
14161	100123-100723.ARI		IX 208	10/19/23		292.50	0.00	292.50
14161	100823-101423.ARI		IX 208	10/23/23		240.00	0.00	240.00
			*** Payment Total			3,172.50	0.00	3,172.50
Payment Number 530014 Payment Date 10/27/23		Vendor 14166		HEALTHY AIR HEATING & AIR INC			Status Issued	
14166	41448		IX 101	10/11/23		7,725.46	0.00	7,725.46
14166	41500		IX 100	10/26/23		4,408.58	0.00	4,408.58
			*** Payment Total			12,134.04	0.00	12,134.04
Payment Number 530015 Payment Date 10/27/23		Vendor 40581		JOYFUL BALANCE WELLNESS, LLC			Status Issued	
40581	DPCS-2023-09		IX 104	10/19/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 530016 Payment Date 10/27/23		Vendor 41331		MORRIS, MARLON A.			Status Issued	
41331	MIL20230901		IX 105	10/05/23		15.72	0.00	15.72
			*** Payment Total			15.72	0.00	15.72

Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530017 Payment Date 10/27/23		Vendor 12523		RAMPNOW LLC			Status Issued	
12523	27576		IX 103	11/01/23		10,900.00	0.00	10,900.00
			*** Payment Total			10,900.00	0.00	10,900.00
Payment Number 530018 Payment Date 10/27/23		Vendor 17827		SCHVACH, LISA			Status Issued	
17827	EXP20231004		IX 105	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 530019 Payment Date 10/27/23		Vendor 39416		VALENZUELA, KORINA			Status Issued	
39416	MIL20230911		IX 202	10/25/23		33.73	0.00	33.73
			*** Payment Total			33.73	0.00	33.73
		*** Payment Code ACH Total				29,367.71	0.00	29,367.71
			Payment Count			10		

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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181230 Payment Date 10/27/23			Vendor 28951			1776 HOME CARE LLC	Status Issued	
28951	14934		IX 101	10/24/23		1,000.00	0.00	1,000.00
			*** Payment Total			1,000.00	0.00	1,000.00
Payment Number 1181231 Payment Date 10/27/23			Vendor 13737			NORTHWEST HOME CARE- ABCOR	Status Issued	
13737	39325		IX 101	11/13/23		427.50	0.00	427.50
			*** Payment Total			427.50	0.00	427.50
Payment Number 1181232 Payment Date 10/27/23			Vendor 12104			ALLIANT INSURANCE SERVICES INC	Status Issued	
12104	2453235		IX 105	11/12/23		30.00	0.00	30.00
			*** Payment Total			30.00	0.00	30.00
Payment Number 1181233 Payment Date 10/27/23			Vendor 10876			AMERICAN MOBILE SHREDDING &	Status Issued	
10876	2826		IX 103	11/22/23		150.00	0.00	150.00
10876	2988		IX 202	11/17/23		150.00	0.00	150.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181234 Payment Date 10/27/23			Vendor 42808			ANA LLC SERIES 1	Status Issued	
42808	IACAA-24-1953		IX 101	11/03/23		2,000.00	0.00	2,000.00
			*** Payment Total			2,000.00	0.00	2,000.00
Payment Number 1181235 Payment Date 10/27/23			Vendor 15198			ATLAS RESTORATION LLC	Status Issued	
15198	S13979-1		IX 103	11/15/23		3,694.43	0.00	3,694.43
			*** Payment Total			3,694.43	0.00	3,694.43
Payment Number 1181236 Payment Date 10/27/23			Vendor 38714			CADIZ, CAROL	Status Issued	
38714	092823		IX 110	10/28/23		200.00	0.00	200.00
38714	100323		IX 110	11/02/23		200.00	0.00	200.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181237 Payment Date 10/27/23			Vendor 10959			CITY OF NAPERVILLE	Status Issued	
10959	218659		IX 101	10/25/23		14,571.00	0.00	14,571.00
			*** Payment Total			14,571.00	0.00	14,571.00
Payment Number 1181238 Payment Date 10/27/23			Vendor 10360			COLLABORATIVE TESTING SERVICES	Status Issued	
10360	5532309		IX 104	11/23/23		4,480.00	0.00	4,480.00
			*** Payment Total			4,480.00	0.00	4,480.00
Payment Number 1181239 Payment Date 10/27/23			Vendor 10023			COM ED - LIHEAP PAYMENTS	Status Issued	
10023	218327		IX 101	11/17/23		55,457.00	0.00	55,457.00
			*** Payment Total			55,457.00	0.00	55,457.00
Payment Number 1181240 Payment Date 10/27/23			Vendor 10023			COM ED - LIHEAP PAYMENTS	Status Issued	
10023	218660		IX 101	10/25/23		81,441.00	0.00	81,441.00
			*** Payment Total			81,441.00	0.00	81,441.00
Payment Number 1181241 Payment Date 10/27/23			Vendor 42802			DILWORTH REPLACEMENT WINDOWS	Status Issued	
42802	2357		IX 101	11/17/23		4,829.00	0.00	4,829.00

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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181241 Payment Date 10/27/23		Vendor 42802				DILWORTH REPLACEMENT WINDOWS	Status Issued	
		*** Payment Total				4,829.00	0.00	4,829.00
Payment Number 1181242 Payment Date 10/27/23		Vendor 42613				EATON, JOHN T.	Status Issued	
42613	V24658-1		IX 105	10/20/23		86.50	0.00	86.50
		*** Payment Total				86.50	0.00	86.50
Payment Number 1181243 Payment Date 10/27/23		Vendor 42814				EDSON, MICHELLE	Status Issued	
42814	MIL20230901		IX 101	10/24/23		22.99	0.00	22.99
		*** Payment Total				22.99	0.00	22.99
Payment Number 1181244 Payment Date 10/27/23		Vendor 34438				EUROPEAN SERVICE LLC	Status Issued	
34438	328/1262/2383		IX 101	11/05/23		400.00	0.00	400.00
34438	328/1262/2506		IX 101	11/19/23		128.00	0.00	128.00
		*** Payment Total				528.00	0.00	528.00
Payment Number 1181245 Payment Date 10/27/23		Vendor 42790				EYE CARE FOR ANIMALS ST.	Status Issued	
42790	456637952		IX 306	10/29/23		2,316.41	0.00	2,316.41
		*** Payment Total				2,316.41	0.00	2,316.41
Payment Number 1181246 Payment Date 10/27/23		Vendor 10411				FISHER SCIENTIFIC	Status Issued	
10411	6983075		IX 104	10/24/23		2,151.24	0.00	2,151.24
		*** Payment Total				2,151.24	0.00	2,151.24
Payment Number 1181247 Payment Date 10/27/23		Vendor 42152				HARRIS, JACQUELINE	Status Issued	
42152	MIL20230922		IX 202	10/25/23		77.68	0.00	77.68
		*** Payment Total				77.68	0.00	77.68
Payment Number 1181248 Payment Date 10/27/23		Vendor 12225				IDEXX DISTRIBUTION INC	Status Issued	
12225	0923134710		IX 306	10/30/23		1,395.65	0.00	1,395.65
		*** Payment Total				1,395.65	0.00	1,395.65
Payment Number 1181249 Payment Date 10/27/23		Vendor 10641				KRAGE'S TIRE CENTERS INC	Status Issued	
10641	204922198		IX 101	10/15/23		371.71	0.00	371.71
		*** Payment Total				371.71	0.00	371.71
Payment Number 1181250 Payment Date 10/27/23		Vendor 39669				LE, JANA	Status Issued	
39669	TRV20230821		IX 202	10/20/23		67.85	0.00	67.85
		*** Payment Total				67.85	0.00	67.85
Payment Number 1181251 Payment Date 10/27/23		Vendor 26848				LEMON PRESS PRINTING	Status Issued	
26848	2018124		IX 105	10/20/23		113.00	0.00	113.00
		*** Payment Total				113.00	0.00	113.00
Payment Number 1181252 Payment Date 10/27/23		Vendor 11449				LIFE TECHNOLOGIES CORP	Status Issued	
11449	83551822		IX 104	08/25/23		14,447.41	0.00	14,447.41
11449	83597634		IX 104	09/02/23		14,232.31	0.00	14,232.31
11449	83705193		IX 104	09/21/23		993.45	0.00	993.45

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Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181252 Payment Date 10/27/23			Vendor 11449			LIFE TECHNOLOGIES CORP	Status Issued	
			*** Payment Total			29,673.17	0.00	29,673.17
Payment Number 1181253 Payment Date 10/27/23			Vendor 38807			LINDBERG, STEVEN C	Status Issued	
38807	092623		IX 110	10/26/23		200.00	0.00	200.00
38807	100323		IX 110	11/02/23		200.00	0.00	200.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181254 Payment Date 10/27/23			Vendor 10057			NICOR GAS	Status Issued	
10057	218328		IX 101	11/17/23		35,764.00	0.00	35,764.00
			*** Payment Total			35,764.00	0.00	35,764.00
Payment Number 1181255 Payment Date 10/27/23			Vendor 10057			NICOR GAS	Status Issued	
10057	218661		IX 101	10/25/23		36,749.00	0.00	36,749.00
			*** Payment Total			36,749.00	0.00	36,749.00
Payment Number 1181256 Payment Date 10/27/23			Vendor 34439			RIGHT AT HOME WEST CENTRAL	Status Issued	
34439	33331		IX 101	11/19/23		256.00	0.00	256.00
34439	33335		IX 101	11/19/23		466.00	0.00	466.00
34439	33396		IX 101	11/20/23		435.70	0.00	435.70
			*** Payment Total			1,157.70	0.00	1,157.70
Payment Number 1181257 Payment Date 10/27/23			Vendor 40403			SHELTER VETERINARY SOLUTIONS	Status Issued	
40403	404923		IX 306	11/02/23		1,007.34	0.00	1,007.34
			*** Payment Total			1,007.34	0.00	1,007.34
Payment Number 1181258 Payment Date 10/27/23			Vendor 39907			SNUG & COMFORT HOME CARE LTD	Status Issued	
39907	3209		IX 101	11/11/23		800.00	0.00	800.00
			*** Payment Total			800.00	0.00	800.00
Payment Number 1181259 Payment Date 10/27/23			Vendor 39473			SOJKA, RONALD D.	Status Issued	
39473	092123		IX 110	10/21/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181260 Payment Date 10/27/23			Vendor 40799			TURNER VET SERVICES LLC	Status Issued	
40799	1247		IX 306	10/28/23		685.00	0.00	685.00
40799	1248		IX 306	11/04/23		914.00	0.00	914.00
			*** Payment Total			1,599.00	0.00	1,599.00
Payment Number 1181261 Payment Date 10/27/23			Vendor 13429			U & F SONS INC	Status Issued	
13429	DP061523		IX 101	11/17/23		577.08	0.00	577.08
13429	DP082523		IX 101	11/17/23		130.53	0.00	130.53
			*** Payment Total			707.61	0.00	707.61
Payment Number 1181262 Payment Date 10/27/23			Vendor 12636			VCA ARBORETUM VIEW ANIMAL	Status Issued	
12636	5541641461		IX 306	11/03/23		204.72	0.00	204.72
			*** Payment Total			204.72	0.00	204.72
Payment Number 1181263 Payment Date 10/27/23			Vendor 10068			WAREHOUSE DIRECT, INC.	Status Issued	

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Time 13:33 Bank Account Payment History

Payment Date Range 10/27/23 thru 10/27/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181263 Payment Date 10/27/23 Vendor 10068 WAREHOUSE DIRECT, INC. Status Issued									
10068	5591329-0		IX	202	11/12/23		85.92	0.00	85.92
			*** Payment Total				85.92	0.00	85.92
Payment Number 1181264 Payment Date 10/27/23 Vendor 38805 WASHINGTON, MAUDIA Status Issued									
38805	100423		IX	110	11/03/23		200.00	0.00	200.00
38805	101723		IX	110	11/16/23		200.00	0.00	200.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1181265 Payment Date 10/27/23 Vendor 38803 ZUCKERMAN, MICHAEL Status Issued									
38803	092723		IX	110	10/27/23		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
		*** Payment Code CHK Total					284,709.42	0.00	284,709.42
		Payment Count					36		
		*** Cash Code 1414 Total					314,077.13	0.00	314,077.13
		Payment Count					46		
		*** Pay Group 5000 USD Total					314,077.13	0.00	314,077.13
		Payment Count					46		

Payment of Claims

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

File #: 23-3558 **Agenda Date:** 11/14/2023 **Agenda #:** 8.E.

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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:53


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


                    Pay Group: 1000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

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Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530020 Payment Date 10/31/23		Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1CVP-3KGH-XYJW		IX 100	11/05/23		403.55	0.00	403.55
26753	1YFD-37HF-1C4C		IX 100	11/23/23		638.45	0.00	638.45
			*** Payment Total			1,042.00	0.00	1,042.00
Payment Number 530021 Payment Date 10/31/23		Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	MP70965		IX 100	11/17/23		3,031.40	0.00	3,031.40
10667	MP71793		IX 100	11/17/23		719.58	0.00	719.58
10667	MP72129		IX 100	11/17/23		1,904.67	0.00	1,904.67
			*** Payment Total			5,655.65	0.00	5,655.65
Payment Number 530022 Payment Date 10/31/23		Vendor 19717				DPCO STATE'S ATTY INVEST ACCT	Status Issued	
19717	CK6432		IX 100	11/24/23		34.50	0.00	34.50
19717	CK6433		IX 100	11/25/23		113.00	0.00	113.00
			*** Payment Total			147.50	0.00	147.50
Payment Number 530023 Payment Date 10/31/23		Vendor 25287				ESPARZA, KERI	Status Issued	
25287	MIL20230901		IX 100	10/26/23		109.52	0.00	109.52
			*** Payment Total			109.52	0.00	109.52
Payment Number 530024 Payment Date 10/31/23		Vendor 37180				FAILLO, MARY E	Status Issued	
37180	9252023		IX 100	11/25/23		476.00	0.00	476.00
			*** Payment Total			476.00	0.00	476.00
Payment Number 530025 Payment Date 10/31/23		Vendor 11067				FOX VALLEY FIRE & SAFETY	Status Issued	
11067	IN00617700		IX 100	08/31/23		612.50	0.00	612.50
11067	IN00618134		IX 100	09/02/23		799.06	0.00	799.06
11067	IN00621795		IX 100	09/13/23		376.92	0.00	376.92
11067	IN00621962		IX 100	09/14/23		636.41	0.00	636.41
11067	IN00621963		IX 100	09/14/23		97.50	0.00	97.50
11067	IN00622203		IX 100	09/15/23		325.00	0.00	325.00
11067	IN00624559		IX 100	09/29/23		500.00	0.00	500.00
11067	IN00624561		IX 100	09/29/23		300.00	0.00	300.00
11067	IN00624574		IX 100	09/29/23		600.00	0.00	600.00
11067	IN00624577		IX 100	09/29/23		400.00	0.00	400.00
			*** Payment Total			4,647.39	0.00	4,647.39
Payment Number 530026 Payment Date 10/31/23		Vendor 10124				GRAYBAR	Status Issued	
10124	9334054903		IX 100	10/22/23		58.33	0.00	58.33
10124	9334075836		IX 100	10/25/23		218.35	0.00	218.35
10124	9334099349		IX 100	10/26/23		319.41	0.00	319.41
			*** Payment Total			596.09	0.00	596.09
Payment Number 530027 Payment Date 10/31/23		Vendor 30797				TRINITY SERVICES GROUP INC	Status Issued	
30797	3023000290		IX 100	11/26/23		22,938.85	0.00	22,938.85
			*** Payment Total			22,938.85	0.00	22,938.85

Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23

Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code ACH Total				35,613.00	0.00	35,613.00
		Payment Count				8		

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Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181268 Payment Date 10/31/23		Vendor 19712				DPCO SHERIFF EXTRADITION ACCT	Status Issued	
19712	CK10103		IX 100	11/05/23		203.77	0.00	203.77
19712	CK10104		IX 100	11/16/23		64.00	0.00	64.00
			*** Payment Total			267.77	0.00	267.77
Payment Number 1181269 Payment Date 10/31/23		Vendor 10674				AIRGAS USA	Status Issued	
10674	5502199536		IX 100	10/30/23		76.30	0.00	76.30
10674	5502199537		IX 100	10/30/23		221.27	0.00	221.27
			*** Payment Total			297.57	0.00	297.57
Payment Number 1181270 Payment Date 10/31/23		Vendor 12104				ALLIANT INSURANCE SERVICES INC	Status Issued	
12104	2460499		IX 100	11/19/23		30.00	0.00	30.00
			*** Payment Total			30.00	0.00	30.00
Payment Number 1181271 Payment Date 10/31/23		Vendor 33755				ALLIED UNIVERSAL TECHNOLOGY	Status Issued	
33755	IN1-910312362		IX 100	11/10/23		528.92	0.00	528.92
			*** Payment Total			528.92	0.00	528.92
Payment Number 1181272 Payment Date 10/31/23		Vendor 10671				ALPHAGRAPHICS	Status Issued	
10671	175341		IX 100	10/29/23		19.75	0.00	19.75
			*** Payment Total			19.75	0.00	19.75
Payment Number 1181273 Payment Date 10/31/23		Vendor 39700				MEYER, JEREMY D	Status Issued	
39700	48244		IX 100	11/01/23		277.65	0.00	277.65
			*** Payment Total			277.65	0.00	277.65
Payment Number 1181274 Payment Date 10/31/23		Vendor 11309				APPLIED INDUSTRIAL	Status Issued	
11309	7028027206		IX 100	11/01/23		51.93	0.00	51.93
11309	7028047885		IX 100	11/03/23		15.10	0.00	15.10
			*** Payment Total			67.03	0.00	67.03
Payment Number 1181275 Payment Date 10/31/23		Vendor 10008				AT&T	Status Issued	
10008	630260168910 2023		IX 100	10/31/23		331.02	0.00	331.02
			*** Payment Total			331.02	0.00	331.02
Payment Number 1181276 Payment Date 10/31/23		Vendor 10008				AT&T	Status Issued	
10008	708Z86003710 2023		IX 100	11/15/23		8,420.30	0.00	8,420.30
10008	708Z86117610 2023		IX 100	11/15/23		3,434.42	0.00	3,434.42
			*** Payment Total			11,854.72	0.00	11,854.72
Payment Number 1181277 Payment Date 10/31/23		Vendor 10008				AT&T	Status Issued	
10008	483634		IX 100	11/16/23		370.00	0.00	370.00
			*** Payment Total			370.00	0.00	370.00
Payment Number 1181278 Payment Date 10/31/23		Vendor 41438				BLACKHAWK SUPPLY	Status Issued	
41438	91906		IX 100	10/29/23		507.62	0.00	507.62
			*** Payment Total			507.62	0.00	507.62
Payment Number 1181279 Payment Date 10/31/23		Vendor 10216				CANON SOLUTIONS AMERICA INC	Status Issued	

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Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181279 Payment Date 10/31/23			Vendor 10216			CANON SOLUTIONS AMERICA INC	Status Issued	
10216	125366923102		IX 100	11/25/23		10,614.16	0.00	10,614.16
			*** Payment Total			10,614.16	0.00	10,614.16
Payment Number 1181280 Payment Date 10/31/23			Vendor 10019			CENTRAL DUPAGE HOSPITAL ASSN	Status Issued	
10019	6000082951		IX 100	11/04/23		672.83	0.00	672.83
			*** Payment Total			672.83	0.00	672.83
Payment Number 1181281 Payment Date 10/31/23			Vendor 10019			CENTRAL DUPAGE HOSPITAL	Status Issued	
10019	5626719400		IX 100	07/02/23		250,562.61	0.00	250,562.61
10019	5757404300		IX 100	09/20/23		31,963.37	0.00	31,963.37
10019	5765359300		IX 100	09/24/23		4,204.92	0.00	4,204.92
10019	5792333200		IX 100	10/11/23		3,740.18	0.00	3,740.18
10019	5793181500		IX 100	10/12/23		7,266.04	0.00	7,266.04
10019	5801927100		IX 100	10/16/23		12,823.88	0.00	12,823.88
			*** Payment Total			310,561.00	0.00	310,561.00
Payment Number 1181282 Payment Date 10/31/23			Vendor 12059			CHARM-TEX INC	Status Issued	
12059	0341851-IN		IX 100	11/24/23		336.00	0.00	336.00
			*** Payment Total			336.00	0.00	336.00
Payment Number 1181283 Payment Date 10/31/23			Vendor 12097			CIOX HEALTH	Status Issued	
12097	0434367749		IX 100	11/09/23		119.11	0.00	119.11
			*** Payment Total			119.11	0.00	119.11
Payment Number 1181284 Payment Date 10/31/23			Vendor 12097			CIOX HEALTH LLC	Status Issued	
12097	0431686231		IX 100	10/19/23		96.45	0.00	96.45
			*** Payment Total			96.45	0.00	96.45
Payment Number 1181285 Payment Date 10/31/23			Vendor 10074			CITY OF WHEATON	Status Issued	
10074	321-012336A		IX 100	08/31/23		1,399.72	0.00	1,399.72
			*** Payment Total			1,399.72	0.00	1,399.72
Payment Number 1181286 Payment Date 10/31/23			Vendor 12382			COMCAST	Status Issued	
12382	8771200470953205101923		IX 100	11/18/23		249.85	0.00	249.85
			*** Payment Total			249.85	0.00	249.85
Payment Number 1181287 Payment Date 10/31/23			Vendor 18596			DIECKMAN, CRAIG	Status Issued	
18596	TRV20230904		IX 100	10/04/23		622.79	0.00	622.79
			*** Payment Total			622.79	0.00	622.79
Payment Number 1181288 Payment Date 10/31/23			Vendor 19706			DPC REGIONAL OFFICE OF EDUCATN	Status Issued	
19706	CK84000		IX 100	10/14/23		1,939.00	0.00	1,939.00
19706	CK84015		IX 100	10/14/23		6,040.00	0.00	6,040.00
19706	CK90523337		IX 100	10/13/23		32.00	0.00	32.00
19706	DPS090123 093023		IX 100	11/11/23		184.00	0.00	184.00
			*** Payment Total			8,195.00	0.00	8,195.00
Payment Number 1181289 Payment Date 10/31/23			Vendor 11196			FEDEX	Status Issued	

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181289 Payment Date 10/31/23		Vendor 11196		FEDEX			Status Issued	
11196	8-296-77493		IX 100	11/24/23		27.55	0.00	27.55
			*** Payment Total			27.55	0.00	27.55
Payment Number 1181290 Payment Date 10/31/23		Vendor 11196		FEDEX			Status Issued	
11196	8-289-42145		IX 100	11/17/23		31.20	0.00	31.20
11196	8-290-05209		IX 100	11/17/23		69.05	0.00	69.05
11196	8-296-72025		IX 100	11/24/23		39.69	0.00	39.69
			*** Payment Total			139.94	0.00	139.94
Payment Number 1181291 Payment Date 10/31/23		Vendor 10102		G.W. BERKHEIMER CO., INC.			Status Issued	
10102	7482167		IX 100	11/03/23		114.75	0.00	114.75
			*** Payment Total			114.75	0.00	114.75
Payment Number 1181292 Payment Date 10/31/23		Vendor 10157		GRAINGER			Status Issued	
10157	9854242725		IX 100	10/28/23		50.30	0.00	50.30
10157	9854242733		IX 100	10/28/23		55.03	0.00	55.03
			*** Payment Total			105.33	0.00	105.33
Payment Number 1181293 Payment Date 10/31/23		Vendor 10255		HOLIDAY INN & SUITES			Status Issued	
10255	28422		IX 100	11/24/23		379.62	0.00	379.62
10255	28427		IX 100	11/24/23		632.70	0.00	632.70
			*** Payment Total			1,012.32	0.00	1,012.32
Payment Number 1181294 Payment Date 10/31/23		Vendor 13058		ILLINOIS HOMICIDE			Status Issued	
13058	2023A180		IX 100	10/28/23		325.00	0.00	325.00
			*** Payment Total			325.00	0.00	325.00
Payment Number 1181295 Payment Date 10/31/23		Vendor 10809		INSIGHT PUBLIC SECTOR INC			Status Issued	
10809	1101104605		IX 100	11/18/23		6,780.00	0.00	6,780.00
			*** Payment Total			6,780.00	0.00	6,780.00
Payment Number 1181296 Payment Date 10/31/23		Vendor 13443		J. TURNER, LCSW, LLC			Status Issued	
13443	102623		IX 100	11/25/23		300.00	0.00	300.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1181297 Payment Date 10/31/23		Vendor 29421		KOMPERDA, TARA N.			Status Issued	
29421	TK-101922-AR		IX 100	11/23/23		96.00	0.00	96.00
			*** Payment Total			96.00	0.00	96.00
Payment Number 1181298 Payment Date 10/31/23		Vendor 38506		LEONARDO-OWNBY, LAURA			Status Issued	
38506	CIT 23-005-22		IX 100	11/25/23		125.00	0.00	125.00
			*** Payment Total			125.00	0.00	125.00
Payment Number 1181299 Payment Date 10/31/23		Vendor 28460		LOGMEIN USA INC			Status Issued	
28460	1209100248		IX 100	11/26/23		617.00	0.00	617.00
			*** Payment Total			617.00	0.00	617.00
Payment Number 1181300 Payment Date 10/31/23		Vendor 10287		MATTHEW BENDER & COMPANY INC			Status Issued	

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Payment Date Range 10/31/23 thru 10/31/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181300 Payment Date 10/31/23			Vendor 10287			MATTHEW BENDER & COMPANY INC	Status Issued	
10287	3872829X		IX 100	11/10/23		298.39	0.00	298.39
			*** Payment Total			298.39	0.00	298.39
Payment Number 1181301 Payment Date 10/31/23			Vendor 10299			MEDLINE INDUSTRIES INC	Status Issued	
10299	2291451607		IX 100	11/25/23		1,024.51	0.00	1,024.51
			*** Payment Total			1,024.51	0.00	1,024.51
Payment Number 1181302 Payment Date 10/31/23			Vendor 41568			METROFUSER, LLC	Status Issued	
41568	557399		IX 100	10/30/23		56.53	0.00	56.53
41568	558878		IX 100	11/23/23		331.44	0.00	331.44
			*** Payment Total			387.97	0.00	387.97
Payment Number 1181303 Payment Date 10/31/23			Vendor 12297			MEYER LABORATORY INC	Status Issued	
12297	0908685-IN		IX 100	11/02/23		120.80	0.00	120.80
			*** Payment Total			120.80	0.00	120.80
Payment Number 1181304 Payment Date 10/31/23			Vendor 37860			MONTERREY SECURITY	Status Issued	
37860	110307		IX 100	11/12/23		19,003.68	0.00	19,003.68
37860	110308		IX 100	11/12/23		3,587.46	0.00	3,587.46
			*** Payment Total			22,591.14	0.00	22,591.14
Payment Number 1181305 Payment Date 10/31/23			Vendor 18088			NEUMANN, ANDREA J	Status Issued	
18088	EXP20231020		IX 100	11/24/23		534.62	0.00	534.62
			*** Payment Total			534.62	0.00	534.62
Payment Number 1181306 Payment Date 10/31/23			Vendor 10057			NICOR GAS	Status Issued	
10057	12019818058 100323		IX 100	11/02/23		48.84	0.00	48.84
10057	31685955457 100223		IX 100	11/01/23		51.45	0.00	51.45
			*** Payment Total			100.29	0.00	100.29
Payment Number 1181307 Payment Date 10/31/23			Vendor 19217			CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P537044331		IX 100	09/19/23		66.40	0.00	66.40
19217	P537044361		IX 100	09/17/23		69.00	0.00	69.00
19217	P540517061		IX 100	08/25/23		39.05	0.00	39.05
19217	P540517101		IX 100	08/23/23		125.74	0.00	125.74
19217	P540517131		IX 100	08/22/23		125.74	0.00	125.74
19217	P540517251		IX 100	10/23/23		39.05	0.00	39.05
19217	P540517271		IX 100	10/16/23		22.10	0.00	22.10
19217	P540517291		IX 100	10/19/23		84.90	0.00	84.90
19217	P540517311		IX 100	10/18/23		84.90	0.00	84.90
19217	P540517321		IX 100	10/20/23		35.05	0.00	35.05
			*** Payment Total			691.93	0.00	691.93
Payment Number 1181308 Payment Date 10/31/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	332998684001		IX 100	11/04/23		63.14	0.00	63.14
39549	334797059001		IX 100	11/01/23		52.42	0.00	52.42
39549	334984654001		IX 100	11/05/23		47.42	0.00	47.42
39549	335268757001		IX 100	11/12/23		30.65	0.00	30.65

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181308 Payment Date 10/31/23		Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
			*** Payment Total			193.63	0.00	193.63
Payment Number 1181309 Payment Date 10/31/23		Vendor 18715				PETERS, EVELYN G	Status Issued	
18715	EXP20230822		IX 100	09/21/23		25.00	0.00	25.00
			*** Payment Total			25.00	0.00	25.00
Payment Number 1181310 Payment Date 10/31/23		Vendor 30134				PTS COMMUNICATIONS INC	Status Issued	
30134	2113550		IX 100	11/18/23		340.00	0.00	340.00
			*** Payment Total			340.00	0.00	340.00
Payment Number 1181311 Payment Date 10/31/23		Vendor 27657				RADIOLOGY SUBSPECIALISTS OF NO	Status Issued	
27657	CD900IALRSNI		IX 100	10/12/23		5.47	0.00	5.47
27657	CD900LGXRSNI		IX 100	10/13/23		14.35	0.00	14.35
27657	CD900LGYRSNI		IX 100	10/13/23		14.35	0.00	14.35
27657	CD900LGZRSNI		IX 100	10/14/23		14.35	0.00	14.35
27657	CD900LH0RSNI		IX 100	10/14/23		10.75	0.00	10.75
27657	CD900LH1RSNI		IX 100	10/16/23		132.50	0.00	132.50
27657	CD900LH2RSNI		IX 100	10/18/23		5.47	0.00	5.47
27657	CD900LH3RSNI		IX 100	10/18/23		88.97	0.00	88.97
			*** Payment Total			286.21	0.00	286.21
Payment Number 1181312 Payment Date 10/31/23		Vendor 25990				ROCK VALLEY PUBLISHING, LLC	Status Issued	
25990	445481		IX 100	11/18/23		1,448.95	0.00	1,448.95
			*** Payment Total			1,448.95	0.00	1,448.95
Payment Number 1181313 Payment Date 10/31/23		Vendor 10540				SECRETARY OF STATE	Status Issued	
10540	BRUMLEVE 102523		IX 100	10/30/23		15.00	0.00	15.00
			*** Payment Total			15.00	0.00	15.00
Payment Number 1181314 Payment Date 10/31/23		Vendor 10540				SECRETARY OF STATE	Status Issued	
10540	GROENEWOLD 102323		IX 100	10/24/23		15.00	0.00	15.00
			*** Payment Total			15.00	0.00	15.00
Payment Number 1181315 Payment Date 10/31/23		Vendor 10540				SECRETARY OF STATE	Status Issued	
10540	SMITH 102523		IX 100	10/30/23		15.00	0.00	15.00
			*** Payment Total			15.00	0.00	15.00
Payment Number 1181316 Payment Date 10/31/23		Vendor 26479				SHERIFF ADMINISTRATIVE ACCOUNT	Status Issued	
26479	CK10077		IX 100	11/24/23		40.60	0.00	40.60
26479	CK10078		IX 100	11/24/23		99.00	0.00	99.00
26479	CK10079		IX 100	11/24/23		66.00	0.00	66.00
26479	CK10080		IX 100	11/25/23		302.35	0.00	302.35
			*** Payment Total			507.95	0.00	507.95
Payment Number 1181317 Payment Date 10/31/23		Vendor 22142				SISLER, JESSICA L	Status Issued	
22142	TRV20231018		IX 100	10/27/23		900.97	0.00	900.97
			*** Payment Total			900.97	0.00	900.97

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181318 Payment Date 10/31/23			Vendor 23832			SMARTSHEET INC.	Status Issued	
23832	INV1519113		IX 100	10/28/23		900.00	0.00	900.00
			*** Payment Total			900.00	0.00	900.00
Payment Number 1181319 Payment Date 10/31/23			Vendor 32899			STATEWIDE PUBLISHING, LLC	Status Issued	
32899	936717-20		IX 100	11/24/23		90.00	0.00	90.00
32899	936829-30		IX 100	11/26/23		90.00	0.00	90.00
32899	936883-20		IX 100	11/24/23		90.00	0.00	90.00
			*** Payment Total			270.00	0.00	270.00
Payment Number 1181320 Payment Date 10/31/23			Vendor 13400			STORINO, RAMELLO & DURKIN	Status Issued	
13400	89729		IX 100	10/31/23		367.50	0.00	367.50
13400	89730		IX 100	10/31/23		1,340.15	0.00	1,340.15
13400	89731		IX 100	10/31/23		49.00	0.00	49.00
			*** Payment Total			1,756.65	0.00	1,756.65
Payment Number 1181321 Payment Date 10/31/23			Vendor 30382			T-MOBILE USA, INC.	Status Issued	
30382	9548602601		IX 100	11/17/23		275.00	0.00	275.00
30382	9549090909		IX 100	11/22/23		125.00	0.00	125.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181322 Payment Date 10/31/23			Vendor 42749			TOP GUN TECHNOLOGY, INC	Status Issued	
42749	13970		IX 100	11/26/23		837.00	0.00	837.00
			*** Payment Total			837.00	0.00	837.00
Payment Number 1181323 Payment Date 10/31/23			Vendor 10544			TRADEMARK PRODUCTS INC	Status Issued	
10544	818125		IX 100	04/02/23		19.75	0.00	19.75
10544	822016		IX 100	09/09/23		19.75	0.00	19.75
10544	822174		IX 100	09/15/23		19.75	0.00	19.75
			*** Payment Total			59.25	0.00	59.25
Payment Number 1181324 Payment Date 10/31/23			Vendor 11201			UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 083123 OEM		IX 100	09/30/23		1.26	0.00	1.26
			*** Payment Total			1.26	0.00	1.26
Payment Number 1181325 Payment Date 10/31/23			Vendor 11812			USA BLUEBOOK	Status Issued	
11812	INV00139972		IX 100	10/21/23		275.54	0.00	275.54
			*** Payment Total			275.54	0.00	275.54
Payment Number 1181326 Payment Date 10/31/23			Vendor 36338			VALDES, LLC	Status Issued	
36338	72879		IX 100	08/04/23		1,024.10	0.00	1,024.10
			*** Payment Total			1,024.10	0.00	1,024.10
Payment Number 1181327 Payment Date 10/31/23			Vendor 10709			VILLAGE OF WINFIELD	Status Issued	
10709	0000500460-02 101223		IX 100	11/11/23		335.48	0.00	335.48
10709	0000500480-00 091223		IX 100	10/12/23		152.73	0.00	152.73
10709	0000500500-00 091223		IX 100	10/12/23		22.70	0.00	22.70
			*** Payment Total			510.91	0.00	510.91

AP255 Date 10/31/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 9
Time 11:54 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181328 Payment Date 10/31/23			Vendor 19244			WHEATON POST OFFICE	Status Issued	
19244	1889000 102023		IX 100	11/19/23		310.00	0.00	310.00
19244	1889001 102023		IX 100	11/19/23		910.00	0.00	910.00
			*** Payment Total			1,220.00	0.00	1,220.00
Payment Number 1181329 Payment Date 10/31/23			Vendor 10037			WHEATON SANITARY DISTRICT	Status Issued	
10037	027573-000 092523		IX 100	10/25/23		13.00	0.00	13.00
10037	027575-000 092523		IX 100	10/25/23		13.00	0.00	13.00
10037	027577-000 092523		IX 100	10/25/23		13.00	0.00	13.00
10037	036669-000 092523		IX 100	10/25/23		17,695.14	0.00	17,695.14
10037	036675-000 092523		IX 100	10/25/23		24,384.59	0.00	24,384.59
10037	036741-000 092523		IX 100	10/25/23		617.44	0.00	617.44
10037	037333-000 092523		IX 100	10/25/23		22.02	0.00	22.02
			*** Payment Total			42,758.19	0.00	42,758.19
Payment Number 1181330 Payment Date 10/31/23			Vendor 19698			WINDOW COATINGS INC	Status Issued	
19698	WC23-1017		IX 100	11/22/23		2,765.00	0.00	2,765.00
			*** Payment Total			2,765.00	0.00	2,765.00
Payment Number 1181331 Payment Date 10/31/23			Vendor 12471			WINFIELD LABORATORY	Status Issued	
12471	WLCP000000618227E		IX 100	09/25/23		12.71	0.00	12.71
12471	WLCP000000618228E		IX 100	09/25/23		3.04	0.00	3.04
12471	WLCP000000618229E		IX 100	09/25/23		5.61	0.00	5.61
12471	WLCP000000618260E		IX 100	09/25/23		13.66	0.00	13.66
12471	WLCP000000618261E		IX 100	09/25/23		22.29	0.00	22.29
12471	WLCP000000618262E		IX 100	09/25/23		8.21	0.00	8.21
12471	WLCP000000618416E		IX 100	09/26/23		7.01	0.00	7.01
12471	WLCP000000618417E		IX 100	09/26/23		1.68	0.00	1.68
12471	WLCP000000618418E		IX 100	09/26/23		6.41	0.00	6.41
12471	WLCP000000618419E		IX 100	09/26/23		3.04	0.00	3.04
12471	WLCP000000618452E		IX 100	09/26/23		7.01	0.00	7.01
12471	WLCP000000618593E		IX 100	09/27/23		.84	0.00	.84
12471	WLCP000000618935E		IX 100	09/26/23		13.47	0.00	13.47
12471	WLCP000000623477E		IX 100	10/06/23		12.90	0.00	12.90
			*** Payment Total			117.88	0.00	117.88
		*** Payment Code CHK Total				439,454.99	0.00	439,454.99
		Payment Count				64		
		*** Cash Code 1414 Total				475,067.99	0.00	475,067.99
		Payment Count				72		
		*** Pay Group 1000 USD Total				475,067.99	0.00	475,067.99
		Payment Count				72		

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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:54


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


                    Pay Group: 1100
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 10/31/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 11:54 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530028 Payment Date 10/31/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1KGM-3RV9-9QCT		IX 170	11/23/23		54.75	0.00	54.75
			*** Payment Total			54.75	0.00	54.75
		*** Payment Code ACH Total				54.75	0.00	54.75
			Payment Count			1		

AP255 Date 10/31/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
Time 11:54 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181332 Payment Date 10/31/23			Vendor 32608			ANDERSON, JANICE	Status Issued	
32608	MIL20230907		IX 170	10/27/23		15.07	0.00	15.07
			*** Payment Total			15.07	0.00	15.07
Payment Number 1181333 Payment Date 10/31/23			Vendor 10959			CITY OF NAPERVILLE	Status Issued	
10959	16308		IX 170	10/27/23		25,000.00	0.00	25,000.00
			*** Payment Total			25,000.00	0.00	25,000.00
Payment Number 1181334 Payment Date 10/31/23			Vendor 39918			COVETRUS NORTH AMERICA	Status Issued	
39918	BB00695		IX 120	11/05/23		102.15	0.00	102.15
			*** Payment Total			102.15	0.00	102.15
Payment Number 1181335 Payment Date 10/31/23			Vendor 11196			FEDEX	Status Issued	
11196	8-268-51293		IX 120	10/27/23		51.81	0.00	51.81
			*** Payment Total			51.81	0.00	51.81
Payment Number 1181336 Payment Date 10/31/23			Vendor 28492			FLAMION, LAURA	Status Issued	
28492	TRV20231017		IX 120	10/20/23		1,079.94	0.00	1,079.94
			*** Payment Total			1,079.94	0.00	1,079.94
Payment Number 1181337 Payment Date 10/31/23			Vendor 40414			FLAT CAN RECYCLING	Status Issued	
40414	1306		IX 170	11/26/23		351.00	0.00	351.00
			*** Payment Total			351.00	0.00	351.00
Payment Number 1181338 Payment Date 10/31/23			Vendor 27954			GROOT, INC	Status Issued	
27954	11310633T107		IX 120	10/31/23		86.09	0.00	86.09
			*** Payment Total			86.09	0.00	86.09
Payment Number 1181339 Payment Date 10/31/23			Vendor 18753			KARTHOLL, ROBERT	Status Issued	
18753	MIL20230907		IX 170	11/26/23		170.96	0.00	170.96
			*** Payment Total			170.96	0.00	170.96
Payment Number 1181340 Payment Date 10/31/23			Vendor 18755			KETTER, BARRY	Status Issued	
18755	MIL20230907		IX 170	11/26/23		56.20	0.00	56.20
			*** Payment Total			56.20	0.00	56.20
Payment Number 1181341 Payment Date 10/31/23			Vendor 18763			MCAVOY, DANIEL J	Status Issued	
18763	EXP20231026		IX 170	11/26/23		130.00	0.00	130.00
			*** Payment Total			130.00	0.00	130.00
Payment Number 1181342 Payment Date 10/31/23			Vendor 23008			MORAN, DENNIS	Status Issued	
23008	MIL20230907		IX 170	10/27/23		37.73	0.00	37.73
			*** Payment Total			37.73	0.00	37.73
Payment Number 1181343 Payment Date 10/31/23			Vendor 11114			PET SUPPLIES PLUS	Status Issued	
11114	273629		IX 120	11/04/23		22.98	0.00	22.98
			*** Payment Total			22.98	0.00	22.98
Payment Number 1181344 Payment Date 10/31/23			Vendor 16406			PULTE GROUP - ILLINOIS DIV	Status Issued	

AP255 Date 10/31/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 3
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Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181344 Payment Date 10/31/23			Vendor 16406			PULTE GROUP - ILLINOIS DIV	Status Issued	
16406	RES-NEW-23-000741B		IX 170	11/23/23		2,000.00	0.00	2,000.00
			*** Payment Total			2,000.00	0.00	2,000.00
Payment Number 1181345 Payment Date 10/31/23			Vendor 41039			RAHMAN, ZAIN	Status Issued	
41039	MIL20230907		IX 170	10/27/23		73.88	0.00	73.88
			*** Payment Total			73.88	0.00	73.88
Payment Number 1181346 Payment Date 10/31/23			Vendor 29452			SCHULTZ, CARL	Status Issued	
29452	MIL20230907		IX 170	10/27/23		36.94	0.00	36.94
			*** Payment Total			36.94	0.00	36.94
Payment Number 1181347 Payment Date 10/31/23			Vendor 10750			STERICYCLE INC	Status Issued	
10750	8004843469		IX 120	10/30/23		64.38	0.00	64.38
			*** Payment Total			64.38	0.00	64.38
Payment Number 1181348 Payment Date 10/31/23			Vendor 16385			THE KITCHEN STUDIO OF GLEN	Status Issued	
16385	RES-ALT-23-000519		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181349 Payment Date 10/31/23			Vendor 11772			ULINE	Status Issued	
11772	168911348		IX 120	10/26/23		62.48	0.00	62.48
			*** Payment Total			62.48	0.00	62.48
Payment Number 1181350 Payment Date 10/31/23			Vendor 16305			ULTIMATE REMODELERS INC	Status Issued	
16305	RES-RRR-23-002337		IX 170	11/23/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181351 Payment Date 10/31/23			Vendor 10357			VILLAGE OF BENSENVILLE	Status Issued	
10357	PW119		IX 170	11/26/23		624.00	0.00	624.00
			*** Payment Total			624.00	0.00	624.00
Payment Number 1181352 Payment Date 10/31/23			Vendor 40918			ZEE'S SERVICES CO	Status Issued	
40918	RES-ACC-23-003298		IX 170	10/26/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
		*** Payment Code CHK Total				30,265.61	0.00	30,265.61
			Payment Count			21		
		*** Cash Code 1414 Total				30,320.36	0.00	30,320.36
			Payment Count			22		
		*** Pay Group 1100 USD Total				30,320.36	0.00	30,320.36
			Payment Count			22		

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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:54


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



                 Pay Group: 1200
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 103123 -   103123
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/31/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 11:55 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530029 Payment Date 10/31/23 Vendor 26753 AMAZON CAPITAL SERVICES Status Issued								
26753	1HC6-FDK1-NX4M		IX 100	08/26/23		179.98	0.00	179.98
			*** Payment Total			179.98	0.00	179.98
		*** Payment Code ACH Total				179.98	0.00	179.98
			Payment Count			1		

AP255 Date 10/31/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2
Time 11:55 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181353 Payment Date 10/31/23			Vendor 10674			AIRGAS USA	Status Issued	
10674	9143290899		IX 100	11/22/23		726.45	0.00	726.45
10674	9143362370		IX 100	11/22/23		382.20	0.00	382.20
			*** Payment Total			1,108.65	0.00	1,108.65
Payment Number 1181354 Payment Date 10/31/23			Vendor 38093			ALPHA BAKING COMPANY	Status Issued	
38093	230010285014		IX 100	11/11/23		267.57	0.00	267.57
38093	230010286021		IX 100	11/12/23		146.76	0.00	146.76
38093	230010287014		IX 100	11/13/23		329.41	0.00	329.41
38093	230010289008		IX 100	11/15/23		263.61	0.00	263.61
38093	230010292012		IX 100	11/18/23		209.70	0.00	209.70
38093	230010293021		IX 100	11/19/23		296.81	0.00	296.81
38093	230010296009		IX 100	11/22/23		206.87	0.00	206.87
			*** Payment Total			1,720.73	0.00	1,720.73
Payment Number 1181355 Payment Date 10/31/23			Vendor 20176			BOHAN, HEIDI	Status Issued	
20176	EXP20231020		IX 100	10/27/23		179.00	0.00	179.00
			*** Payment Total			179.00	0.00	179.00
Payment Number 1181356 Payment Date 10/31/23			Vendor 10074			CITY OF WHEATON	Status Issued	
10074	0034110100 101523		IX 100	11/14/23		8,491.86	0.00	8,491.86
			*** Payment Total			8,491.86	0.00	8,491.86
Payment Number 1181357 Payment Date 10/31/23			Vendor 22534			CUTTING EDGE DOCUMENT	Status Issued	
22534	86731		IX 100	11/16/23		130.00	0.00	130.00
			*** Payment Total			130.00	0.00	130.00
Payment Number 1181358 Payment Date 10/31/23			Vendor 10027			EDWARD DON & CO	Status Issued	
10027	30954429		IX 100	11/18/23		401.58	0.00	401.58
			*** Payment Total			401.58	0.00	401.58
Payment Number 1181359 Payment Date 10/31/23			Vendor 18336			HUSSAIN, SALMA	Status Issued	
18336	EXP20231025		IX 100	11/24/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181360 Payment Date 10/31/23			Vendor 20685			LAKESHORE DAIRY INC	Status Issued	
20685	00847858		IX 100	11/10/23		525.32	0.00	525.32
20685	00848223		IX 100	11/12/23		335.41	0.00	335.41
20685	00848432		IX 100	11/15/23		297.80	0.00	297.80
20685	00848791		IX 100	11/17/23		333.75	0.00	333.75
20685	00849112		IX 100	11/19/23		384.85	0.00	384.85
20685	00849362		IX 100	11/22/23		422.21	0.00	422.21
			*** Payment Total			2,299.34	0.00	2,299.34
Payment Number 1181361 Payment Date 10/31/23			Vendor 26576			LINDE GAS & EQUIPMENT INC.	Status Issued	
26576	39003457		IX 100	11/22/23		835.68	0.00	835.68
			*** Payment Total			835.68	0.00	835.68
Payment Number 1181362 Payment Date 10/31/23			Vendor 10299			MEDLINE INDUSTRIES INC	Status Issued	

AP255 Date 10/31/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 11:55 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181362 Payment Date 10/31/23			Vendor 10299			MEDLINE INDUSTRIES INC	Status Issued	
10299	2290839920		IX 100	11/20/23		2,563.50	0.00	2,563.50
			*** Payment Total			2,563.50	0.00	2,563.50
Payment Number 1181363 Payment Date 10/31/23			Vendor 38749			PERFORMANCE FOODSERVICE	Status Issued	
38749	5383154		IX 100	11/18/23		1,006.76	0.00	1,006.76
			*** Payment Total			1,006.76	0.00	1,006.76
Payment Number 1181364 Payment Date 10/31/23			Vendor 23123			ROCK FUSCO & CONNELLY LLC	Status Issued	
23123	58931 DLM		IX 100	11/02/23		7,062.00	0.00	7,062.00
			*** Payment Total			7,062.00	0.00	7,062.00
Payment Number 1181365 Payment Date 10/31/23			Vendor 18485			SILVA, MARIA	Status Issued	
18485	EXP20231008		IX 100	11/07/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181366 Payment Date 10/31/23			Vendor 10555			SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624674770		IX 100	09/27/23		78.66	0.00	78.66
10555	624817872		IX 100	11/18/23		33.69	0.00	33.69
10555	624817873		IX 100	11/18/23		192.69	0.00	192.69
10555	624817874		IX 100	11/18/23		837.92	0.00	837.92
10555	624817875		IX 100	11/18/23		2,535.36	0.00	2,535.36
10555	624817876		IX 100	11/18/23		4,353.08	0.00	4,353.08
10555	624826915		IX 100	11/22/23		18.82	0.00	18.82
10555	624828734		IX 100	11/22/23		3,640.03	0.00	3,640.03
10555	624828735		IX 100	11/22/23		421.26	0.00	421.26
10555	624828736		IX 100	11/22/23		4,392.42	0.00	4,392.42
10555	624828737		IX 100	11/22/23		96.44	0.00	96.44
10555	624828738		IX 100	11/22/23		451.00	0.00	451.00
10555	624834860		IX 100	11/24/23		96.08	0.00	96.08
			*** Payment Total			17,147.45	0.00	17,147.45
Payment Number 1181367 Payment Date 10/31/23			Vendor 10068			WAREHOUSE DIRECT, INC.	Status Issued	
10068	5591170-0		IX 100	11/23/23		251.58	0.00	251.58
			*** Payment Total			251.58	0.00	251.58
Payment Number 1181368 Payment Date 10/31/23			Vendor 42819			WILKINSON, JANICE	Status Issued	
42819	102423		IX 100	10/25/23		1,755.90	0.00	1,755.90
			*** Payment Total			1,755.90	0.00	1,755.90
		*** Payment Code CHK Total				45,054.03	0.00	45,054.03
		Payment Count				16		
		*** Cash Code 1414 Total				45,234.01	0.00	45,234.01
		Payment Count				17		
	*** Pay Group 1200 USD Total					45,234.01	0.00	45,234.01
		Payment Count				17		

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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:55


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


                    Pay Group: 1300
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 10/31/23                Pay Group  1300 PUBLIC SAFETY PAY GROUP        USD                                    Page    1
      Time 11:55                   Bank Account Payment History

                                     Payment Date Range    10/31/23  thru  10/31/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181369 Payment Date 10/31/23   Vendor     10335        ECOLAB INC                        Status Issued
    10335 6341377047                            IX  120   10/26/23                    200.36               0.00             200.36
                                                   *** Payment Total               200.36                0.00             200.36

Payment Number    1181370 Payment Date 10/31/23   Vendor     10366        HINCKLEY SPRINGS                  Status Issued
    10366 21586123 102023                       IX  120   10/26/23                    115.38               0.00             115.38
                                                   *** Payment Total               115.38                0.00             115.38

Payment Number    1181371 Payment Date 10/31/23   Vendor     13058        ILLINOIS HOMICIDE                 Status Issued
    13058 2023A230                              IX  120   10/26/23                  1,950.00               0.00           1,950.00
                                                   *** Payment Total             1,950.00                0.00           1,950.00

                                          *** Payment Code CHK Total             2,265.74                0.00           2,265.74
                                                      Payment Count                  3

                                          *** Cash Code  1414  Total             2,265.74                0.00           2,265.74
                                                      Payment Count                  3

                                       *** Pay Group 1300 USD   Total             2,265.74                0.00           2,265.74
                                                      Payment Count                  3
```

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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:55


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


                    Pay Group: 1500
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 10/31/23                Pay Group  1500 HWY STREETS & BRIDGES PAY GRP   USD                                  Page    1
      Time 11:55                   Bank Account Payment History

                                     Payment Date Range    10/31/23  thru  10/31/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     530030 Payment Date 10/31/23   Vendor     26753        AMAZON CAPITAL SERVICES          Status Issued
    26753 1GRM-31PQ-NMQ1                          IX  100   10/22/23                    168.10              0.00             168.10
                                                     *** Payment Total               168.10                0.00             168.10

Payment Number     530031 Payment Date 10/31/23   Vendor     10234        CHRISTOPHER B BURKE ENG LTD      Status Issued
    10234 18-185150                               IX  101   09/07/23                    572.68              0.00             572.68
                                                     *** Payment Total               572.68                0.00             572.68

Payment Number     530032 Payment Date 10/31/23   Vendor     10621        CIVILTECH ENGINEERING INC        Status Issued
    10621 3772-01                                 IX  100   07/09/23                  8,683.50              0.00           8,683.50
    10621 3772-02                                 IX  100   08/09/23                  3,159.80              0.00           3,159.80
                                                     *** Payment Total            11,843.30                0.00          11,843.30

Payment Number     530033 Payment Date 10/31/23   Vendor     33036        PRECISE MRM LLC                  Status Issued
    33036 IN200-1045115                           IX  100   11/24/23                  2,332.00              0.00           2,332.00
                                                     *** Payment Total             2,332.00                0.00           2,332.00

                                          *** Payment Code ACH Total            14,916.08                0.00          14,916.08
                                                      Payment Count                    4
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AP255 Date 10/31/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2
Time 11:55 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181372 Payment Date 10/31/23			Vendor 10008		AT&T		Status Issued	
10008	630323005310 2023		IX 100	11/12/23		45.87	0.00	45.87
			*** Payment Total			45.87	0.00	45.87
Payment Number 1181373 Payment Date 10/31/23			Vendor 10008		AT&T		Status Issued	
10008	630323125710 2023		IX 100	11/12/23		47.37	0.00	47.37
			*** Payment Total			47.37	0.00	47.37
Payment Number 1181374 Payment Date 10/31/23			Vendor 10008		AT&T		Status Issued	
10008	630737063510 2023		IX 100	11/12/23		55.39	0.00	55.39
			*** Payment Total			55.39	0.00	55.39
Payment Number 1181375 Payment Date 10/31/23			Vendor 10959		CITY OF NAPERVILLE		Status Issued	
10959	232329-154710 092923		IX 100	10/22/23		34.28	0.00	34.28
			*** Payment Total			34.28	0.00	34.28
Payment Number 1181376 Payment Date 10/31/23			Vendor 10023		COM ED		Status Issued	
10023	7653105033 102023		IX 100	11/19/23		125.04	0.00	125.04
			*** Payment Total			125.04	0.00	125.04
Payment Number 1181377 Payment Date 10/31/23			Vendor 10023		COM ED		Status Issued	
10023	0470793009 102323		IX 100	11/22/23		32.94	0.00	32.94
			*** Payment Total			32.94	0.00	32.94
Payment Number 1181378 Payment Date 10/31/23			Vendor 10023		COM ED		Status Issued	
10023	0470794006 102023		IX 100	11/19/23		36.58	0.00	36.58
			*** Payment Total			36.58	0.00	36.58
Payment Number 1181379 Payment Date 10/31/23			Vendor 10023		COM ED		Status Issued	
10023	6178051071 102023		IX 100	11/19/23		54.55	0.00	54.55
			*** Payment Total			54.55	0.00	54.55
Payment Number 1181380 Payment Date 10/31/23			Vendor 12382		COMCAST		Status Issued	
12382	8771200470183928092023		IX 100	10/20/23		6.33	0.00	6.33
12382	8771200470962404092323		IX 100	10/23/23		269.80	0.00	269.80
			*** Payment Total			276.13	0.00	276.13
Payment Number 1181381 Payment Date 10/31/23			Vendor 38412		CRUSH-CRETE, INC.		Status Issued	
38412	76524		IX 100	09/28/23		1,120.00	0.00	1,120.00
			*** Payment Total			1,120.00	0.00	1,120.00
Payment Number 1181382 Payment Date 10/31/23			Vendor 12101		KONE CHICAGO		Status Issued	
12101	871166421		IX 100	10/31/23		480.81	0.00	480.81
			*** Payment Total			480.81	0.00	480.81
Payment Number 1181383 Payment Date 10/31/23			Vendor 10851		MENARDS - GLENDALE HEIGHTS		Status Issued	
10851	21430		IX 100	10/29/23		86.96	0.00	86.96
			*** Payment Total			86.96	0.00	86.96

AP255 Date 10/31/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 3
Time 11:55 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181384 Payment Date 10/31/23			Vendor 10851			MENARDS - WEST CHICAGO	Status Issued	
10851	82857		IX 100	10/28/23		41.48	0.00	41.48
			*** Payment Total			41.48	0.00	41.48
Payment Number 1181385 Payment Date 10/31/23			Vendor 12025			MSC INDUSTRIAL SUPPLY CO	Status Issued	
12025	80094877		IX 100	10/20/23		116.56	0.00	116.56
			*** Payment Total			116.56	0.00	116.56
Payment Number 1181386 Payment Date 10/31/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	329846738001		IX 100	11/08/23		27.38	0.00	27.38
39549	331821809001		IX 100	11/04/23		98.07	0.00	98.07
39549	331998816001		IX 100	11/04/23		25.54	0.00	25.54
39549	333289136001		IX 100	10/27/23		54.30	0.00	54.30
39549	334468747001		IX 100	11/08/23		33.78	0.00	33.78
39549	337365375001		IX 100	11/11/23		25.14	0.00	25.14
39549	337374173001		IX 100	11/12/23		4.69	0.00	4.69
			*** Payment Total			268.90	0.00	268.90
Payment Number 1181387 Payment Date 10/31/23			Vendor 39579			PACIFIC CONSTRUCTION SERVICES	Status Issued	
39579	C347GC-11		IX 101	09/30/23		468,704.53	0.00	468,704.53
			*** Payment Total			468,704.53	0.00	468,704.53
Payment Number 1181388 Payment Date 10/31/23			Vendor 10374			TERMINAL SUPPLY CO	Status Issued	
10374	71032-00		IX 100	10/18/23		329.00	0.00	329.00
			*** Payment Total			329.00	0.00	329.00
Payment Number 1181389 Payment Date 10/31/23			Vendor 10037			WHEATON SANITARY DISTRICT	Status Issued	
10037	036759-000 092523		IX 100	10/25/23		58.10	0.00	58.10
			*** Payment Total			58.10	0.00	58.10
Payment Number 1181390 Payment Date 10/31/23			Vendor 41413			WHITE CAP, L.P.	Status Issued	
41413	50023754210		IX 100	10/19/23		855.52	0.00	855.52
			*** Payment Total			855.52	0.00	855.52
		*** Payment Code CHK Total				472,770.01	0.00	472,770.01
			Payment Count			19		
		*** Cash Code 1414 Total				487,686.09	0.00	487,686.09
			Payment Count			23		
		*** Pay Group 1500 USD Total				487,686.09	0.00	487,686.09
			Payment Count			23		

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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:55


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


                    Pay Group: 1600
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 10/31/23                Pay Group  1600 CONSERV & RECREATION PAY GROUP  USD                                Page    1
      Time 11:55                   Bank Account Payment History

                                     Payment Date Range    10/31/23  thru  10/31/23
Cash Code  1414    Bank  071923909                                        Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1181391 Payment Date 10/31/23   Vendor     12104        ALLIANT INSURANCE SERVICES INC   Status Issued
    12104 2467421                                IX  100   11/29/23                     30.00               0.00              30.00
                                                    *** Payment Total                30.00               0.00              30.00

Payment Number    1181392 Payment Date 10/31/23   Vendor     17966        HUNN, SARAH                      Status Issued
    17966 EXP20231018                            IX  100   11/17/23                    875.00               0.00             875.00
                                                    *** Payment Total               875.00               0.00             875.00

Payment Number    1181393 Payment Date 10/31/23   Vendor     16406        PULTE GROUP - ILLINOIS DIV       Status Issued
    16406 T75203S                                IX  100   11/23/23                  2,000.00               0.00           2,000.00
                                                    *** Payment Total             2,000.00               0.00           2,000.00

                                         *** Payment Code CHK Total               2,905.00               0.00           2,905.00
                                                     Payment Count                    3

                                         *** Cash Code  1414  Total               2,905.00               0.00           2,905.00
                                                     Payment Count                    3

                                      *** Pay Group 1600 USD   Total               2,905.00               0.00           2,905.00
                                                     Payment Count                    3
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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:55


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


                    Pay Group: 2000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

AP255 Date 10/31/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
Time 11:56 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181394 Payment Date 10/31/23		Vendor 26948				ADVANCE AUTO PARTS	Status Issued	
26948	8759322957454		IX 100	09/16/23		11.56	0.00	11.56
			*** Payment Total			11.56	0.00	11.56
Payment Number 1181395 Payment Date 10/31/23		Vendor 22995				ALDRIDGE ELECTRIC INC	Status Issued	
22995	300928-14		IX 100	10/07/23		278,601.49	0.00	278,601.49
			*** Payment Total			278,601.49	0.00	278,601.49
Payment Number 1181396 Payment Date 10/31/23		Vendor 21195				ALLEGRA MARKETING PRINT MAIL	Status Issued	
21195	40162		IX 100	11/05/23		512.57	0.00	512.57
			*** Payment Total			512.57	0.00	512.57
Payment Number 1181397 Payment Date 10/31/23		Vendor 10008				AT&T	Status Issued	
10008	630323067710 2023		IX 100	11/12/23		249.46	0.00	249.46
10008	630R17068410 2023		IX 100	11/15/23		649.88	0.00	649.88
			*** Payment Total			899.34	0.00	899.34
Payment Number 1181398 Payment Date 10/31/23		Vendor 10074				CITY OF WHEATON	Status Issued	
10074	512447		IX 100	11/24/23		475.90	0.00	475.90
			*** Payment Total			475.90	0.00	475.90
Payment Number 1181399 Payment Date 10/31/23		Vendor 11196				FEDEX	Status Issued	
11196	8-289-66298		IX 100	11/17/23		56.10	0.00	56.10
11196	8-297-29195		IX 100	11/24/23		47.30	0.00	47.30
			*** Payment Total			103.40	0.00	103.40
Payment Number 1181400 Payment Date 10/31/23		Vendor 10102				G.W. BERKHEIMER CO., INC.	Status Issued	
10102	7443364		IX 100	09/13/23		255.93	0.00	255.93
			*** Payment Total			255.93	0.00	255.93
Payment Number 1181401 Payment Date 10/31/23		Vendor 11102				HARRINGTON INDUSTRIAL PLASTICS	Status Issued	
11102	023I7703		IX 100	09/28/23		1,296.15	0.00	1,296.15
11102	023I7779		IX 100	09/30/23		575.10	0.00	575.10
			*** Payment Total			1,871.25	0.00	1,871.25
Payment Number 1181402 Payment Date 10/31/23		Vendor 11932				NCL OF WISCONSIN INC	Status Issued	
11932	491851		IX 100	09/22/23		173.31	0.00	173.31
			*** Payment Total			173.31	0.00	173.31
Payment Number 1181403 Payment Date 10/31/23		Vendor 10057				NICOR GAS	Status Issued	
10057	18956900007 102323		IX 100	11/22/23		104.92	0.00	104.92
10057	50926110003 102323		IX 100	11/22/23		213.40	0.00	213.40
10057	86141110006 102323		IX 100	11/22/23		57.06	0.00	57.06
			*** Payment Total			375.38	0.00	375.38
Payment Number 1181404 Payment Date 10/31/23		Vendor 11394				POLYDYNE INC	Status Issued	
11394	1769045		IX 100	10/05/23		38,838.80	0.00	38,838.80
			*** Payment Total			38,838.80	0.00	38,838.80

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AP255 Date 10/31/23                Pay Group  2000 PUBLIC WORKS PAY GROUP          USD                                  Page    2
      Time 11:56                   Bank Account Payment History

                                     Payment Date Range    10/31/23  thru  10/31/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1181405 Payment Date 10/31/23   Vendor     39476        ROWELL CHEMICAL CORPORATION      Status Issued
    39476 1394587                                IX  100   11/08/23                  4,161.94              0.00           4,161.94
                                                    *** Payment Total             4,161.94                0.00           4,161.94

Payment Number    1181406 Payment Date 10/31/23   Vendor     12464        UNIVAR USA INC                   Status Issued
    12464 51534467                               IX  100   11/04/23                  1,591.02              0.00           1,591.02
                                                    *** Payment Total             1,591.02                0.00           1,591.02

Payment Number    1181407 Payment Date 10/31/23   Vendor     26345        ZORO TOOLS INC                   Status Issued
    26345 INV13187471                            IX  100   11/17/23                    173.90              0.00             173.90
                                                    *** Payment Total               173.90                0.00             173.90

                                          *** Payment Code CHK Total           328,045.79                0.00         328,045.79
                                                      Payment Count                   14

                                          *** Cash Code  1414  Total           328,045.79                0.00         328,045.79
                                                      Payment Count                   14

                                       *** Pay Group 2000 USD   Total         328,045.79                0.00         328,045.79
                                                      Payment Count                   14
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AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:56


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



                 Pay Group: 5000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 103123 -   103123
         Payment Numbers:             -
              Payment Code:
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Bank Account Payment History

AP255 Date 10/31/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 11:56 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530034 Payment Date 10/31/23		Vendor 22549				CARNATE, AUDREY	Status Issued	
22549	TRV20230901		IX 202	10/26/23		93.28	0.00	93.28
			*** Payment Total			93.28	0.00	93.28
Payment Number 530035 Payment Date 10/31/23		Vendor 28463				CATHOLIC CHARITIES OF THE ARCH	Status Issued	
28463	ES23-02#2		IX 103	11/29/23		5,668.21	0.00	5,668.21
			*** Payment Total			5,668.21	0.00	5,668.21
Payment Number 530036 Payment Date 10/31/23		Vendor 29280				DAVIS, ANNIE MARIE	Status Issued	
29280	EXP20231009		IX 105	10/27/23		549.97	0.00	549.97
			*** Payment Total			549.97	0.00	549.97
Payment Number 530037 Payment Date 10/31/23		Vendor 17827				SCHVACH, LISA	Status Issued	
17827	EXP20230916		IX 105	10/16/23		159.00	0.00	159.00
17827	EXP20231007		IX 105	11/06/23		129.00	0.00	129.00
17827	EXP20231007A		IX 105	11/06/23		239.88	0.00	239.88
			*** Payment Total			527.88	0.00	527.88
Payment Number 530038 Payment Date 10/31/23		Vendor 40991				VEGA, ALEXA	Status Issued	
40991	TRV20230905		IX 202	10/30/23		160.86	0.00	160.86
			*** Payment Total			160.86	0.00	160.86
			*** Payment Code ACH Total			7,000.20	0.00	7,000.20
			Payment Count			5		

AP255 Date 10/31/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 2
Time 11:56 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181408 Payment Date 10/31/23		Vendor 31943				WALID HABBAL DDS PC	Status Issued	
31943	Z.D 10232023		IX 101	11/22/23		2,770.00	0.00	2,770.00
			*** Payment Total			2,770.00	0.00	2,770.00
Payment Number 1181409 Payment Date 10/31/23		Vendor 40972				2525 CABOT DRIVE LLC	Status Issued	
40972	RENT-NOV23		IX 105	11/19/23		25,852.77	0.00	25,852.77
			*** Payment Total			25,852.77	0.00	25,852.77
Payment Number 1181410 Payment Date 10/31/23		Vendor 10379				ACTION SCREEN PRINT INC	Status Issued	
10379	52230		IX 101	11/15/23		536.65	0.00	536.65
			*** Payment Total			536.65	0.00	536.65
Payment Number 1181411 Payment Date 10/31/23		Vendor 42838				AGUE, ANDREW	Status Issued	
42838	20231011		IX 105	10/27/23		331.43	0.00	331.43
			*** Payment Total			331.43	0.00	331.43
Payment Number 1181412 Payment Date 10/31/23		Vendor 36793				CBR INDUSTRIES INC	Status Issued	
36793	E20173		IX 105	10/27/23		228.96	0.00	228.96
			*** Payment Total			228.96	0.00	228.96
Payment Number 1181413 Payment Date 10/31/23		Vendor 10059				CITY OF WARRENVILLE	Status Issued	
10059	CD22-01#1		IX 103	11/26/23		298,406.19	0.00	298,406.19
			*** Payment Total			298,406.19	0.00	298,406.19
Payment Number 1181414 Payment Date 10/31/23		Vendor 10378				CITY OF WEST CHICAGO	Status Issued	
10378	CD22-03#2 FNL		IX 103	11/29/23		60,514.80	0.00	60,514.80
			*** Payment Total			60,514.80	0.00	60,514.80
Payment Number 1181415 Payment Date 10/31/23		Vendor 10023				COM ED	Status Issued	
10023	0356523076 102323		IX 105	11/22/23		765.70	0.00	765.70
			*** Payment Total			765.70	0.00	765.70
Payment Number 1181416 Payment Date 10/31/23		Vendor 12382				COMCAST	Status Issued	
12382	001000892377		IX 105	11/01/23		1,090.05	0.00	1,090.05
			*** Payment Total			1,090.05	0.00	1,090.05
Payment Number 1181417 Payment Date 10/31/23		Vendor 21946				GREITER, HEATHER	Status Issued	
21946	MIL20230905		IX 202	10/27/23		39.96	0.00	39.96
			*** Payment Total			39.96	0.00	39.96
Payment Number 1181418 Payment Date 10/31/23		Vendor 12269				ILLINOIS WORKFORCE PARTNERSHIP	Status Issued	
12269	102323		IX 105	11/22/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181419 Payment Date 10/31/23		Vendor 11508				NORTHFIELD CENTER INC	Status Issued	
11508	7061		IX 105	11/11/23		96.90	0.00	96.90
			*** Payment Total			96.90	0.00	96.90
Payment Number 1181420 Payment Date 10/31/23		Vendor 41975				SYEDA, KAINAT	Status Issued	

AP255 Date 10/31/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 3
Time 11:56 Bank Account Payment History

Payment Date Range 10/31/23 thru 10/31/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181420 Payment Date 10/31/23		Vendor 41975		SYEDA, KAINAT			Status Issued	
41975	MIL20230901		IX 202	10/30/23		73.75	0.00	73.75
			*** Payment Total			73.75	0.00	73.75
Payment Number 1181421 Payment Date 10/31/23		Vendor 42320		VYAS, AARTI			Status Issued	
42320	MIL20230921		IX 101	10/19/23		13.76	0.00	13.76
			*** Payment Total			13.76	0.00	13.76
Payment Number 1181422 Payment Date 10/31/23		Vendor 42765		WHEATON VILLAGE NURSING AND			Status Issued	
42765	5241-01 102523		IX 101	11/24/23		212.00	0.00	212.00
			*** Payment Total			212.00	0.00	212.00
		*** Payment Code CHK Total				391,132.92	0.00	391,132.92
				Payment Count		15		
		*** Cash Code 1414 Total				398,133.12	0.00	398,133.12
				Payment Count		20		
		*** Pay Group 5000 USD Total				398,133.12	0.00	398,133.12
				Payment Count		20		

```
AP255 Date: 10/31/23           JOB SUBMISSION PARAMETERS
      Time: 11:56


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


                    Pay Group: 6000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 103123 -   103123
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

```
AP255 Date 10/31/23                Pay Group  6000 CAPITAL PROJECTS PAY GROUP      USD                                    Page    1
      Time 11:56                   Bank Account Payment History

                                     Payment Date Range    10/31/23  thru  10/31/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1181423 Payment Date 10/31/23   Vendor     12434        CURRIE MOTORS                    Status Issued
    12434 E9831                                IX  100   09/29/23                 457,394.00              0.00          457,394.00
                                                   *** Payment Total           457,394.00                0.00          457,394.00

                                         *** Payment Code CHK Total           457,394.00                0.00          457,394.00
                                                      Payment Count                  1

                                         *** Cash Code  1414  Total           457,394.00                0.00          457,394.00
                                                      Payment Count                  1

                                      *** Pay Group 6000 USD   Total           457,394.00                0.00          457,394.00
                                                      Payment Count                  1
```

Payment of Claims

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

File #: 23-3644 **Agenda Date:** 11/14/2023 **Agenda #:** 8.F.

```
AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 08:43


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


                    Pay Group: 5000
                    Cash Code: 3910        Class C Account

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code: AUT         Auto Debit
```

Bank Account Payment History

AP255 Date 11/03/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 08:43 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 3910 Bank 071000013 Payment Currency USD
Payment Code AUT

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1039364 Payment Date 11/03/23 Vendor 10023 COMMONWEALTH EDISON COMPANY Status Issued									
10023	1039364		200		11/03/23		30,786.58	0.00	30,786.58
			*** Payment Total				30,786.58	0.00	30,786.58
Payment Number 1039365 Payment Date 11/03/23 Vendor 10023 COMMONWEALTH EDISON COMPANY Status Issued									
10023	1039365		200		11/03/23		47,388.19	0.00	47,388.19
			*** Payment Total				47,388.19	0.00	47,388.19
Payment Number 1039366 Payment Date 11/03/23 Vendor 10023 COMMONWEALTH EDISON COMPANY Status Issued									
10023	1039366		200		11/03/23		46,943.28	0.00	46,943.28
			*** Payment Total				46,943.28	0.00	46,943.28
Payment Number 1039367 Payment Date 11/03/23 Vendor 10057 NICOR GAS Status Issued									
10057	1039367		200		11/03/23		18,369.00	0.00	18,369.00
			*** Payment Total				18,369.00	0.00	18,369.00
Payment Number 1039368 Payment Date 11/03/23 Vendor 10057 NICOR GAS Status Issued									
10057	1039368		200		11/03/23		13,912.00	0.00	13,912.00
			*** Payment Total				13,912.00	0.00	13,912.00
Payment Number 1039369 Payment Date 11/03/23 Vendor 10057 NICOR GAS Status Issued									
10057	1039369		200		11/03/23		13,123.00	0.00	13,123.00
			*** Payment Total				13,123.00	0.00	13,123.00
		*** Payment Code AUT Total					170,522.05	0.00	170,522.05
		Payment Count					6		
		*** Cash Code 3910 Total					170,522.05	0.00	170,522.05
		Payment Count					6		
		*** Pay Group 5000 USD Total					170,522.05	0.00	170,522.05
		Payment Count					6		

Payment of Claims

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

File #: 23-3645 **Agenda Date:** 11/14/2023 **Agenda #:** 8.G.

```
AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:05


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


                    Pay Group: 1000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

AP255 Date 11/03/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
Time 13:06 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530039 Payment Date 11/03/23		Vendor 11557				ABBATACOLA, ROBERT	Status Issued	
11557	102523 103123		IX 100	11/01/23		1,139.00	0.00	1,139.00
			*** Payment Total			1,139.00	0.00	1,139.00
Payment Number 530040 Payment Date 11/03/23		Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1137-RNM9-1XK9		IX 100	11/25/23		61.87	0.00	61.87
26753	19G4-7Y3F-WVJQ		IX 100	11/13/23		47.45	0.00	47.45
			*** Payment Total			109.32	0.00	109.32
Payment Number 530041 Payment Date 11/03/23		Vendor 12383				CINTA, LILI	Status Issued	
12383	GJ101223		IX 100	11/24/23		1,147.00	0.00	1,147.00
			*** Payment Total			1,147.00	0.00	1,147.00
Payment Number 530042 Payment Date 11/03/23		Vendor 13553				INFOR (US) INC	Status Issued	
13553	P-527637-US0AB		IX 100	10/01/23		203,506.51	0.00	203,506.51
			*** Payment Total			203,506.51	0.00	203,506.51
Payment Number 530043 Payment Date 11/03/23		Vendor 32612				LIUBICICH, CHRISTINE T	Status Issued	
32612	2019JD434 07302020		IX 100	11/29/23		272.00	0.00	272.00
			*** Payment Total			272.00	0.00	272.00
Payment Number 530044 Payment Date 11/03/23		Vendor 11001				PIEMONTE, NOELLE	Status Issued	
11001	2020CF961 06252020		IX 100	11/29/23		23.75	0.00	23.75
			*** Payment Total			23.75	0.00	23.75
Payment Number 530045 Payment Date 11/03/23		Vendor 13410				RANKIN, JACQUELINE M.	Status Issued	
13410	FEE ARB 102623		IX 100	11/25/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 530046 Payment Date 11/03/23		Vendor 13392				SENTINEL OFFENDER SERVICES LLC	Status Issued	
13392	203392		IX 100	10/27/23		7,082.20	0.00	7,082.20
13392	203393		IX 100	10/30/23		122.28	0.00	122.28
			*** Payment Total			7,204.48	0.00	7,204.48
Payment Number 530047 Payment Date 11/03/23		Vendor 13392				SENTINEL OFFENDER SERVICES LLC	Status Issued	
13392	203394		IX 100	10/27/23		78.24	0.00	78.24
13392	203514		IX 100	10/27/23		27,166.97	0.00	27,166.97
			*** Payment Total			27,245.21	0.00	27,245.21
Payment Number 530048 Payment Date 11/03/23		Vendor 12313				SULLIVAN, ANTHONY	Status Issued	
12313	102523 103123		IX 100	11/01/23		595.00	0.00	595.00
			*** Payment Total			595.00	0.00	595.00
		*** Payment Code ACH Total				241,292.27	0.00	241,292.27
			Payment Count			10		

AP255 Date 11/03/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
Time 13:06 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181428 Payment Date 11/03/23			Vendor 12306			ADVANCE TRANSLATIONS INC	Status Issued	
12306	3067		IX 100	10/30/23		1,657.50	0.00	1,657.50
12306	3068		IX 100	10/30/23		1,170.00	0.00	1,170.00
12306	3072		IX 100	10/30/23		1,540.00	0.00	1,540.00
			*** Payment Total			4,367.50	0.00	4,367.50
Payment Number 1181429 Payment Date 11/03/23			Vendor 22262			ADVANCED DIGITAL MEDIA INC	Status Issued	
22262	11124		IX 100	12/01/23		150.00	0.00	150.00
			*** Payment Total			150.00	0.00	150.00
Payment Number 1181430 Payment Date 11/03/23			Vendor 39700			MEYER, JEREMY D	Status Issued	
39700	48293		IX 100	11/15/23		20.90	0.00	20.90
			*** Payment Total			20.90	0.00	20.90
Payment Number 1181431 Payment Date 11/03/23			Vendor 21725			ANSI NATIONAL ACCREDITATION	Status Issued	
21725	INV-008581		IX 100	09/20/23		14,690.00	0.00	14,690.00
			*** Payment Total			14,690.00	0.00	14,690.00
Payment Number 1181432 Payment Date 11/03/23			Vendor 42825			APOLONIO, JUAN	Status Issued	
42825	PRF.REIM.APOLONIO.1019		IX 100	10/27/23		25.00	0.00	25.00
			*** Payment Total			25.00	0.00	25.00
Payment Number 1181433 Payment Date 11/03/23			Vendor 11309			APPLIED INDUSTRIAL	Status Issued	
11309	7028044175		IX 100	11/03/23		14.64	0.00	14.64
11309	7028057628		IX 100	11/04/23		13.56	0.00	13.56
			*** Payment Total			28.20	0.00	28.20
Payment Number 1181434 Payment Date 11/03/23			Vendor 23116			ARAMSCO INC	Status Issued	
23116	S6057787.002		IX 100	10/22/23		1,898.86	0.00	1,898.86
23116	S6057787.004		IX 100	11/02/23		983.87-	0.00	983.87-
			*** Payment Total			914.99	0.00	914.99
Payment Number 1181435 Payment Date 11/03/23			Vendor 41456			BERRY DUNN MCNEIL & PARKER LLC	Status Issued	
41456	437115		IX 100	11/28/23		19,800.00	0.00	19,800.00
			*** Payment Total			19,800.00	0.00	19,800.00
Payment Number 1181436 Payment Date 11/03/23			Vendor 10074			CITY OF WHEATON	Status Issued	
10074	0034100000	101523	IX 100	11/14/23		15,422.86	0.00	15,422.86
10074	0034110000	101523	IX 100	11/14/23		545.86	0.00	545.86
10074	0034150100	101523	IX 100	11/14/23		1,195.46	0.00	1,195.46
10074	0034150200	101523	IX 100	11/14/23		603.03	0.00	603.03
10074	0034150400	101523	IX 100	11/14/23		32,178.23	0.00	32,178.23
10074	0034150600	101523	IX 100	11/14/23		1,062.90	0.00	1,062.90
10074	0034150700	101523	IX 100	11/14/23		905.46	0.00	905.46
10074	0034150800	101523	IX 100	11/14/23		61.65	0.00	61.65
10074	0034150900	101523	IX 100	11/14/23		94.26	0.00	94.26
10074	0034160000	101523	IX 100	11/14/23		1,254.96	0.00	1,254.96
10074	0341201000	101523	IX 100	11/14/23		96.45	0.00	96.45
10074	17257	100323	IX 100	11/02/23		4,080.00	0.00	4,080.00

AP255 Date 11/03/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3
Time 13:06 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181436 Payment Date 11/03/23		Vendor 10074				CITY OF WHEATON	Status Issued	
						*** Payment Total 57,501.12	0.00	57,501.12
Payment Number 1181437 Payment Date 11/03/23		Vendor 19705				CLERK OF THE CIRCUIT COURT	Status Issued	
19705	EXP20231012		IX 100	11/11/23		4,322.77	0.00	4,322.77
						*** Payment Total 4,322.77	0.00	4,322.77
Payment Number 1181438 Payment Date 11/03/23		Vendor 10023				COM ED	Status Issued	
10023	0788268002 100923		IX 100	11/08/23		143,492.12	0.00	143,492.12
						*** Payment Total 143,492.12	0.00	143,492.12
Payment Number 1181439 Payment Date 11/03/23		Vendor 10023				COM ED	Status Issued	
10023	1039159077 100923		IX 100	11/08/23		592.75	0.00	592.75
						*** Payment Total 592.75	0.00	592.75
Payment Number 1181440 Payment Date 11/03/23		Vendor 43043				CUNEO, DANIEL J., PH.D.	Status Issued	
43043	2022CF1865 09212023		IX 100	11/08/23		1,250.00	0.00	1,250.00
						*** Payment Total 1,250.00	0.00	1,250.00
Payment Number 1181441 Payment Date 11/03/23		Vendor 39682				DASKALOPOULOS, ALEXANDRA	Status Issued	
39682	EXP20231026		IX 100	10/27/23		81.13	0.00	81.13
						*** Payment Total 81.13	0.00	81.13
Payment Number 1181442 Payment Date 11/03/23		Vendor 34625				DOCU-SHRED, INC	Status Issued	
34625	50763		IX 100	11/25/23		165.00	0.00	165.00
						*** Payment Total 165.00	0.00	165.00
Payment Number 1181443 Payment Date 11/03/23		Vendor 20235				DUPAGE CONVENTION & VISITORS	Status Issued	
20235	2023-821		IX 100	11/05/23		50,000.00	0.00	50,000.00
						*** Payment Total 50,000.00	0.00	50,000.00
Payment Number 1181444 Payment Date 11/03/23		Vendor 12904				ENCON SYSTEMS	Status Issued	
12904	451891		IX 100	11/24/23		1,254.60	0.00	1,254.60
						*** Payment Total 1,254.60	0.00	1,254.60
Payment Number 1181445 Payment Date 11/03/23		Vendor 11196				FEDEX	Status Issued	
11196	8-275-28257		IX 100	11/03/23		8.03	0.00	8.03
11196	8-289-55347		IX 100	11/17/23		12.49	0.00	12.49
11196	8-297-09347		IX 100	11/24/23		219.59	0.00	219.59
						*** Payment Total 240.11	0.00	240.11
Payment Number 1181446 Payment Date 11/03/23		Vendor 42826				FERIS, HERBERT	Status Issued	
42826	PRF.REIM.FERIS.1019		IX 100	10/27/23		50.00	0.00	50.00
						*** Payment Total 50.00	0.00	50.00
Payment Number 1181447 Payment Date 11/03/23		Vendor 42827				FONTANA, MARC	Status Issued	
42827	PRF.REIM.FONTANA.1019		IX 100	10/27/23		40.00	0.00	40.00
						*** Payment Total 40.00	0.00	40.00

AP255 Date 11/03/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4
Time 13:06 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181448 Payment Date 11/03/23		Vendor 12091		GENESIS ORTHOPEDICS & SPORTS			Status Issued	
12091	E28986410		IX 100	10/14/23		335.55	0.00	335.55
12091	E28998840		IX 100	10/29/23		21.50	0.00	21.50
			*** Payment Total			357.05	0.00	357.05
Payment Number 1181449 Payment Date 11/03/23		Vendor 42828		GOMEZ, FRANCISCO			Status Issued	
42828	PRF.REIM.GOMEZ.1019		IX 100	10/27/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181450 Payment Date 11/03/23		Vendor 10366		HINCKLEY SPRINGS			Status Issued	
10366	14458179 102523		IX 100	11/24/23		139.39	0.00	139.39
10366	14458307 102523		IX 100	11/24/23		198.85	0.00	198.85
			*** Payment Total			338.24	0.00	338.24
Payment Number 1181451 Payment Date 11/03/23		Vendor 17966		HUNN, SARAH			Status Issued	
17966	EXP20231018		IX 100	11/17/23		342.98	0.00	342.98
			*** Payment Total			342.98	0.00	342.98
Payment Number 1181452 Payment Date 11/03/23		Vendor 10329		IL PUBLIC DEFENDER'S ASSN			Status Issued	
10329	1348		IX 100	11/01/23		710.00	0.00	710.00
			*** Payment Total			710.00	0.00	710.00
Payment Number 1181453 Payment Date 11/03/23		Vendor 28858		JANSSENS, DINA			Status Issued	
28858	MIL20231002		IX 100	11/01/23		83.47	0.00	83.47
			*** Payment Total			83.47	0.00	83.47
Payment Number 1181454 Payment Date 11/03/23		Vendor 39437		KACHIROUBAS, CHRISTOPHER			Status Issued	
39437	EXP20231005		IX 100	11/02/23		40.85	0.00	40.85
			*** Payment Total			40.85	0.00	40.85
Payment Number 1181455 Payment Date 11/03/23		Vendor 13242		KALKMAN INVESTIGATION			Status Issued	
13242	MC 2023-09		IX 100	11/12/23		2,200.00	0.00	2,200.00
			*** Payment Total			2,200.00	0.00	2,200.00
Payment Number 1181456 Payment Date 11/03/23		Vendor 11949		KENTWOOD OFFICE FURNITURE			Status Issued	
11949	319296-0		IX 100	11/25/23		23,408.28	0.00	23,408.28
			*** Payment Total			23,408.28	0.00	23,408.28
Payment Number 1181457 Payment Date 11/03/23		Vendor 30205		KING HOLLOWAY LLC			Status Issued	
30205	6621		IX 100	11/01/23		3,500.00	0.00	3,500.00
30205	6641		IX 100	12/01/23		3,500.00	0.00	3,500.00
			*** Payment Total			7,000.00	0.00	7,000.00
Payment Number 1181458 Payment Date 11/03/23		Vendor 33010		KLIEN CREEK GOLF CLUB			Status Issued	
33010	720MAR2020		100	05/20/20		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181459 Payment Date 11/03/23		Vendor 33073		KRAVICH, MELISSA			Status Issued	
33073	EXP20231027		IX 100	10/30/23		225.00	0.00	225.00

AP255 Date 11/03/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
Time 13:06 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181459 Payment Date 11/03/23			Vendor 33073			KRAVICH, MELISSA	Status Issued	
			*** Payment Total			225.00	0.00	225.00
Payment Number 1181460 Payment Date 11/03/23			Vendor 42829			KUEHL, MARY ELLEN	Status Issued	
42829	PRF.REIM.KUEHL.1019		IX 100	10/27/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181461 Payment Date 11/03/23			Vendor 11692			LANGUAGE LINE SERVICES	Status Issued	
11692	11092791		IX 100	10/30/23		34.38	0.00	34.38
			*** Payment Total			34.38	0.00	34.38
Payment Number 1181462 Payment Date 11/03/23			Vendor 42824			MALDONADO, NORMA	Status Issued	
42824	PRF.REIM.MALDONAO.1019		IX 100	10/27/23		40.00	0.00	40.00
			*** Payment Total			40.00	0.00	40.00
Payment Number 1181463 Payment Date 11/03/23			Vendor 27225			MANSFIELD POWER AND GAS	Status Issued	
27225	MNS239611		IX 100	09/07/23		30,211.80	0.00	30,211.80
27225	MNS246006		IX 100	11/11/23		31,254.66	0.00	31,254.66
			*** Payment Total			61,466.46	0.00	61,466.46
Payment Number 1181464 Payment Date 11/03/23			Vendor 42713			MERRYWEATHER, SARAH ANN	Status Issued	
42713	FEE ARB 102623		IX 100	11/25/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181465 Payment Date 11/03/23			Vendor 28917			MEVORAH LAW OFFICE	Status Issued	
28917	FEE ARB 102623		IX 100	11/25/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181466 Payment Date 11/03/23			Vendor 39742			MOBILEXUSA	Status Issued	
39742	41961977-XRAY		IX 100	10/30/23		2,806.00	0.00	2,806.00
			*** Payment Total			2,806.00	0.00	2,806.00
Payment Number 1181467 Payment Date 11/03/23			Vendor 32711			GANTUMUR, GANERDENE	Status Issued	
32711	1000963		IX 100	12/01/23		360.00	0.00	360.00
			*** Payment Total			360.00	0.00	360.00
Payment Number 1181468 Payment Date 11/03/23			Vendor 12553			MONTINI, ANGELA CSR RPR	Status Issued	
12553	GJ100323		IX 100	11/15/23		371.00	0.00	371.00
			*** Payment Total			371.00	0.00	371.00
Payment Number 1181469 Payment Date 11/03/23			Vendor 29408			NAPIORKOWSKI, WITOLD	Status Issued	
29408	31026-1		IX 100	11/25/23		204.89	0.00	204.89
			*** Payment Total			204.89	0.00	204.89
Payment Number 1181470 Payment Date 11/03/23			Vendor 28996			NASER, EVA Y	Status Issued	
28996	477		IX 100	11/25/23		150.00	0.00	150.00
28996	478		IX 100	11/29/23		416.33	0.00	416.33
			*** Payment Total			566.33	0.00	566.33

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181471 Payment Date 11/03/23		Vendor 10057				NICOR GAS	Status Issued	
10057	67973210007 101223		IX 100	11/11/23		13,717.89	0.00	13,717.89
			*** Payment Total			13,717.89	0.00	13,717.89
Payment Number 1181472 Payment Date 11/03/23		Vendor 19217				CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P537044931		IX 100	09/20/23		51.40	0.00	51.40
19217	P537045091		IX 100	09/22/23		88.70	0.00	88.70
19217	P537045141		IX 100	09/21/23		51.40	0.00	51.40
19217	P541746731		IX 100	10/22/23		24.90	0.00	24.90
19217	P541746851		IX 100	10/21/23		24.90	0.00	24.90
19217	P542884141		IX 100	10/30/23		87.10	0.00	87.10
19217	P543253991		IX 100	10/31/23		27.30	0.00	27.30
19217	P545342391		IX 100	11/01/23		35.05	0.00	35.05
			*** Payment Total			390.75	0.00	390.75
Payment Number 1181473 Payment Date 11/03/23		Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	332312044001		IX 100	10/20/23		41.93	0.00	41.93
39549	332313402001		IX 100	10/20/23		55.84	0.00	55.84
39549	335010769001		IX 100	10/29/23		95.99	0.00	95.99
			*** Payment Total			193.76	0.00	193.76
Payment Number 1181474 Payment Date 11/03/23		Vendor 29508				OKUNSKAYA, TATIANA	Status Issued	
29508	2023 #70		IX 100	11/29/23		140.00	0.00	140.00
29508	62		IX 100	11/11/23		140.00	0.00	140.00
29508	67		IX 100	11/24/23		140.00	0.00	140.00
29508	68		IX 100	11/25/23		140.00	0.00	140.00
29508	69		IX 100	11/26/23		140.00	0.00	140.00
			*** Payment Total			700.00	0.00	700.00
Payment Number 1181475 Payment Date 11/03/23		Vendor 10369				PADDOCK PUBLICATIONS INC	Status Issued	
10369	268754		IX 100	11/23/23		4,391.60	0.00	4,391.60
			*** Payment Total			4,391.60	0.00	4,391.60
Payment Number 1181476 Payment Date 11/03/23		Vendor 42830				PINNICK, DEIDRE	Status Issued	
42830	PRF.REIM.PINNICK.1019		IX 100	10/27/23		25.00	0.00	25.00
42830	PRF.REIM.PINNICK1019		IX 100	10/27/23		25.00	0.00	25.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181477 Payment Date 11/03/23		Vendor 12901				PREMIER PRIMARY CARE PHYSICIAN	Status Issued	
12901	1133530210		IX 100	10/30/23		133.70	0.00	133.70
			*** Payment Total			133.70	0.00	133.70
Payment Number 1181478 Payment Date 11/03/23		Vendor 12151				PRUSAK, JUNE	Status Issued	
12151	227		IX 100	10/30/23		380.00	0.00	380.00
			*** Payment Total			380.00	0.00	380.00
Payment Number 1181479 Payment Date 11/03/23		Vendor 27657				RADIOLOGY SUBSPECIALISTS OF NO	Status Issued	
27657	CD900JEBRSNI		IX 100	10/16/23		5.47	0.00	5.47
27657	CD900JECRSNI		IX 100	10/16/23		88.97	0.00	88.97

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Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181479 Payment Date 11/03/23		Vendor 27657					RADIOLOGY SUBSPECIALISTS OF NO	Status Issued	
27657	CD900JEDRSNI		IX	100	10/16/23		31.35	0.00	31.35
27657	CD900N0JRSNI		IX	100	10/18/23		31.35	0.00	31.35
27657	CDA006BJRSNI		IX	100	10/26/23		37.95	0.00	37.95
			*** Payment Total				195.09	0.00	195.09
Payment Number 1181480 Payment Date 11/03/23		Vendor 23985					RELX INC	Status Issued	
23985	11/01/23		IX	100	11/30/23		900.00	0.00	900.00
			*** Payment Total				900.00	0.00	900.00
Payment Number 1181481 Payment Date 11/03/23		Vendor 42832					SMYLIE, ROBERT	Status Issued	
42832	PRF.REIM.SMYLIE.1019		IX	100	10/27/23		20.00	0.00	20.00
			*** Payment Total				20.00	0.00	20.00
Payment Number 1181482 Payment Date 11/03/23		Vendor 30012					SOLOPROTECT US LLC	Status Issued	
30012	INV179326		IX	100	10/01/23		445.05	0.00	445.05
30012	INV182638		IX	100	12/01/23		445.05	0.00	445.05
			*** Payment Total				890.10	0.00	890.10
Payment Number 1181483 Payment Date 11/03/23		Vendor 32899					STATEWIDE PUBLISHING, LLC	Status Issued	
32899	936936-20		IX	100	12/01/23		90.00	0.00	90.00
32899	937014-20		IX	100	12/01/23		90.00	0.00	90.00
32899	937063-20		IX	100	12/01/23		90.00	0.00	90.00
			*** Payment Total				270.00	0.00	270.00
Payment Number 1181484 Payment Date 11/03/23		Vendor 42831					TOWNSEND, AIMEE	Status Issued	
42831	PRF.REIM.TOWNSEND.1019		IX	100	10/27/23		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1181485 Payment Date 11/03/23		Vendor 10544					TRADEMARK PRODUCTS INC	Status Issued	
10544	824107		IX	100	11/25/23		19.75	0.00	19.75
			*** Payment Total				19.75	0.00	19.75
Payment Number 1181486 Payment Date 11/03/23		Vendor 11201					UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 063023 FM		IX	100	07/30/23		3.60	0.00	3.60
11201	34855593 073123 FM		IX	100	08/30/23		4.98	0.00	4.98
11201	34855593 083123 FM		IX	100	09/30/23		2.52	0.00	2.52
11201	34855593 093023 CCC		IX	100	10/30/23		32.01	0.00	32.01
11201	34855593 093023 TREAS		IX	100	10/30/23		9,051.06	0.00	9,051.06
11201	34855593 093023-CB		IX	100	10/30/23		10.65	0.00	10.65
			*** Payment Total				9,104.82	0.00	9,104.82
Payment Number 1181487 Payment Date 11/03/23		Vendor 10068					WAREHOUSE DIRECT INC	Status Issued	
10068	5597491-0		IX	100	11/23/23		25.43	0.00	25.43
			*** Payment Total				25.43	0.00	25.43
Payment Number 1181488 Payment Date 11/03/23		Vendor 10037					WHEATON SANITARY DISTRICT	Status Issued	
10037	027567-000 092523		IX	100	10/25/23		40.07	0.00	40.07

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181488 Payment Date 11/03/23		Vendor 10037				WHEATON SANITARY DISTRICT	Status Issued	
				*** Payment Total		40.07	0.00	40.07
Payment Number 1181489 Payment Date 11/03/23		Vendor 43041				WHEATON, BONNIE	Status Issued	
43041	EXP20231021		IX 100	10/31/23		770.00	0.00	770.00
				*** Payment Total		770.00	0.00	770.00
Payment Number 1181490 Payment Date 11/03/23		Vendor 37738				WHITE, WILLIAM F	Status Issued	
37738	TRV20231024		IX 100	10/31/23		422.30	0.00	422.30
				*** Payment Total		422.30	0.00	422.30
Payment Number 1181491 Payment Date 11/03/23		Vendor 12560				WINFIELD PATHOLOGY CONSULTANTS	Status Issued	
12560	WPCA000000161962E		IX 100	09/19/23		4.50	0.00	4.50
				*** Payment Total		4.50	0.00	4.50
		*** Payment Code CHK Total				432,510.88	0.00	432,510.88
				Payment Count		64		
		*** Cash Code 1414 Total				673,803.15	0.00	673,803.15
				Payment Count		74		
		*** Pay Group 1000 USD Total				673,803.15	0.00	673,803.15
				Payment Count		74		

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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:06


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


                    Pay Group: 1100
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 11/03/23                 Pay Group  1100 GENERAL GOVERNMENT PAY GROUP    USD                                  Page    1
      Time 13:07                    Bank Account Payment History

                                      Payment Date Range    11/03/23  thru  11/03/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number     530049 Payment Date 11/03/23   Vendor     11487        IMAGING SYSTEMS INC              Status Issued
    11487 276-06                                IX  120   11/03/23                     95.00              0.00              95.00
                                                   *** Payment Total                 95.00              0.00              95.00

                                          *** Payment Code ACH Total                 95.00              0.00              95.00
                                                      Payment Count                   1
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AP255 Date 11/03/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
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Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181492 Payment Date 11/03/23			Vendor 42954			ALSIP, CHRIS J	Status Issued	
42954	RES-ALT-22-003532		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181493 Payment Date 11/03/23			Vendor 42955			APOLLO EXTERIORS, INC.	Status Issued	
42955	RES-RRR-23-002827		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181494 Payment Date 11/03/23			Vendor 42956			BACLIG, THOMAS	Status Issued	
42956	RES-RRR-23-002631		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181495 Payment Date 11/03/23			Vendor 42957			BASHARAT, DANYAL	Status Issued	
42957	RES-ACC-23-002116		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181496 Payment Date 11/03/23			Vendor 42958			BESHIRE, WILLIAM R	Status Issued	
42958	RES-ACC-23-002313		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181497 Payment Date 11/03/23			Vendor 38820			BLUE CONSTRUCTION	Status Issued	
38820	RES-ACC-23-002320		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181498 Payment Date 11/03/23			Vendor 42959			BRESNAHAN LLC	Status Issued	
42959	RES-ACC-23-001687		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181499 Payment Date 11/03/23			Vendor 42960			BRIGGS, PATRICIA	Status Issued	
42960	RES-ACC-23-002500		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181500 Payment Date 11/03/23			Vendor 42961			BRISSETTE, MARK	Status Issued	
42961	RES-ACC-23-001978		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181501 Payment Date 11/03/23			Vendor 42962			BROWNE, SHARON	Status Issued	
42962	RES-ACC-23-001532		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181502 Payment Date 11/03/23			Vendor 42963			BUERA, AMEEN	Status Issued	
42963	RES-ACC-23-002140		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181503 Payment Date 11/03/23			Vendor 27908			C.A. SHORT COMPANY	Status Issued	
27908	2247630		IX 170	10/19/23		95.00	0.00	95.00
			*** Payment Total			95.00	0.00	95.00
Payment Number 1181504 Payment Date 11/03/23			Vendor 42964			CALAHAN, EDWARD	Status Issued	

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181504 Payment Date 11/03/23			Vendor 42964			CALAHAN, EDWARD	Status Issued	
42964	RES-ACC-22-002110		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181505 Payment Date 11/03/23			Vendor 42965			CALLARMAN, DENISE	Status Issued	
42965	RES-ACC-22-003863		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181506 Payment Date 11/03/23			Vendor 42966			CENTRAL STATES SIGNS	Status Issued	
42966	MISC-SIGN-23-001962		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181507 Payment Date 11/03/23			Vendor 10959			CITY OF NAPERVILLE	Status Issued	
10959	15367		IX 105	10/24/23		96,296.86	0.00	96,296.86
			*** Payment Total			96,296.86	0.00	96,296.86
Payment Number 1181508 Payment Date 11/03/23			Vendor 14779			CLEM DAVIS COMPANY, INC.	Status Issued	
14779	RES-RRR-23-002866		IX 170	10/31/23		100.00	0.00	100.00
14779	RES-RRR-23-002988		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181509 Payment Date 11/03/23			Vendor 42967			COGHILL, JOSEPH	Status Issued	
42967	RES-ACC-23-002217		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181510 Payment Date 11/03/23			Vendor 42968			CRAIGER CUSTOM DESIGN	Status Issued	
42968	RES-ACC-23-002276		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181511 Payment Date 11/03/23			Vendor 42969			DAVIS, HOWARD	Status Issued	
42969	RES-ACC-23-002575		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181512 Payment Date 11/03/23			Vendor 42970			DOJUTREK, RICHARD	Status Issued	
42970	RES-ACC-23-001708		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181513 Payment Date 11/03/23			Vendor 19706			DPC REGIONAL OFFICE OF EDUCATN	Status Issued	
19706	79803460		IX 105	10/30/23		4,559.60	0.00	4,559.60
			*** Payment Total			4,559.60	0.00	4,559.60
Payment Number 1181514 Payment Date 11/03/23			Vendor 19949			DUPAGE COUNTY COLLECTOR	Status Issued	
19949	04-10-409-046 2022		IX 170	07/01/23		606.34	0.00	606.34
			*** Payment Total			606.34	0.00	606.34
Payment Number 1181515 Payment Date 11/03/23			Vendor 19161			DUPAGE COUNTY HEALTH	Status Issued	
19161	097_COVID-FY2023		IX 105	11/23/23		27,315.86	0.00	27,315.86
			*** Payment Total			27,315.86	0.00	27,315.86

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181516 Payment Date 11/03/23			Vendor 42971			ENGFER, ALVIN D	Status Issued	
42971	RES-ACC-23-000575		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181517 Payment Date 11/03/23			Vendor 42972			FRATTAROLI, SYLVIA	Status Issued	
42972	RES-ACC-23-002338		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181518 Payment Date 11/03/23			Vendor 42973			G&J GENERAL CONTRACTORS	Status Issued	
42973	RES-RRR-23-002614		IX 170	10/31/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181519 Payment Date 11/03/23			Vendor 42974			GOLDFINCH CONSTRUCTION LLC	Status Issued	
42974	RES-RRR-23-002323		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181520 Payment Date 11/03/23			Vendor 42975			GOMEZ, PAUL	Status Issued	
42975	RES-ACC-23-001165		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181521 Payment Date 11/03/23			Vendor 42976			GONZALEZ, LUIS	Status Issued	
42976	RES-ACC-23-001415		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181522 Payment Date 11/03/23			Vendor 42977			GRAFTON, CHARLES	Status Issued	
42977	RES-ACC-23-002218		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181523 Payment Date 11/03/23			Vendor 42978			GRANT, WANDA	Status Issued	
42978	RES-ACC-23-002572		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181524 Payment Date 11/03/23			Vendor 42979			GRISANZIO, ROBERT	Status Issued	
42979	RES-ALT-23-000252		IX 170	11/01/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181525 Payment Date 11/03/23			Vendor 42980			HADDAD, FARRIS	Status Issued	
42980	RES-ACC-23-002873		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181526 Payment Date 11/03/23			Vendor 42981			HALEY LAW FIRM PLC	Status Issued	
42981	MISC-COMM-23-000879		IX 170	11/01/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181527 Payment Date 11/03/23			Vendor 42982			HD HEATING INC.	Status Issued	
42982	RES-RRR-23-002740		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181528 Payment Date 11/03/23			Vendor 42983			HOLM, JOSHUA	Status Issued	

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181528 Payment Date 11/03/23		Vendor 42983		HOLM, JOSHUA			Status Issued	
42983	RES-ACC-23-001459		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181529 Payment Date 11/03/23		Vendor 42984		HOYEM, MELINA			Status Issued	
42984	RES-ACC-23-000403		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181530 Payment Date 11/03/23		Vendor 12225		IDEXX DISTRIBUTION INC			Status Issued	
12225	3138020340		IX 120	11/02/23		1,272.02	0.00	1,272.02
			*** Payment Total			1,272.02	0.00	1,272.02
Payment Number 1181531 Payment Date 11/03/23		Vendor 42985		INSTALL PARTNERS			Status Issued	
42985	RES-RRR-23-001563		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181532 Payment Date 11/03/23		Vendor 42986		JBN BUILDERS LLC			Status Issued	
42986	RES-ACC-23-000774		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181533 Payment Date 11/03/23		Vendor 42987		JEFFORDS, PAUL CHRISTOPHER			Status Issued	
42987	RES-ACC-22-003370		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181534 Payment Date 11/03/23		Vendor 42988		JG CONCRETE LLC			Status Issued	
42988	RES-ACC-23-002234		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181535 Payment Date 11/03/23		Vendor 42989		JOHNSON, GEORGE			Status Issued	
42989	RES-ACC-23-002318		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181536 Payment Date 11/03/23		Vendor 18755		KETTER, BARRY			Status Issued	
18755	MIL20230803		IX 170	09/02/23		37.46	0.00	37.46
			*** Payment Total			37.46	0.00	37.46
Payment Number 1181537 Payment Date 11/03/23		Vendor 39557		KLUBER, INC.			Status Issued	
39557	8634		IX 105	09/30/23		61,720.00	0.00	61,720.00
			*** Payment Total			61,720.00	0.00	61,720.00
Payment Number 1181538 Payment Date 11/03/23		Vendor 11629		MATMASTERS			Status Issued	
11629	414672		IX 120	10/21/23		12.98	0.00	12.98
			*** Payment Total			12.98	0.00	12.98
Payment Number 1181539 Payment Date 11/03/23		Vendor 41839		MWI ANIMAL HEALTH			Status Issued	
41839	50147339		IX 120	10/26/23		175.32	0.00	175.32
			*** Payment Total			175.32	0.00	175.32
Payment Number 1181540 Payment Date 11/03/23		Vendor 43008		NOAH'S SERVICES INC.			Status Issued	

AP255 Date 11/03/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 6
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Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181540 Payment Date 11/03/23			Vendor 43008			NOAH'S SERVICES INC.	Status Issued	
43008	P59933		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181541 Payment Date 11/03/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	333942269001		IX 120	10/25/23		53.98	0.00	53.98
			*** Payment Total			53.98	0.00	53.98
Payment Number 1181542 Payment Date 11/03/23			Vendor 10313			BLUETRITON BRANDS, INC	Status Issued	
10313	03I0126149343		IX 120	10/27/23		148.68	0.00	148.68
			*** Payment Total			148.68	0.00	148.68
Payment Number 1181543 Payment Date 11/03/23			Vendor 42820			NANCY SHEPHERD	Status Issued	
42820	SAGP36		IX 105	10/26/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1181544 Payment Date 11/03/23			Vendor 42788			ESCORTINA, ERVIN	Status Issued	
42788	SAGP23		IX 105	10/26/23		10,424.24	0.00	10,424.24
			*** Payment Total			10,424.24	0.00	10,424.24
Payment Number 1181545 Payment Date 11/03/23			Vendor 43020			SOLID D'S CONCRETE CO.	Status Issued	
43020	RES-ACC-23-001937		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181546 Payment Date 11/03/23			Vendor 43021			SPACAPAN, LISE	Status Issued	
43021	RES-RRR-23-002886		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181547 Payment Date 11/03/23			Vendor 43022			SPJ MOBILITY, LLC	Status Issued	
43022	RES-ACC-23-002774		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181548 Payment Date 11/03/23			Vendor 43023			STAZAK, TONY	Status Issued	
43023	RES-ACC-23-001997		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181549 Payment Date 11/03/23			Vendor 43052			STEVEN M. SHEBAR,	Status Issued	
43052	102723		IX 102	11/26/23		44,000.00	0.00	44,000.00
			*** Payment Total			44,000.00	0.00	44,000.00
Payment Number 1181550 Payment Date 11/03/23			Vendor 43024			STILES, DOUG	Status Issued	
43024	RES-ALT-23-002189		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181551 Payment Date 11/03/23			Vendor 43025			SUARINO, LAUREN	Status Issued	
43025	RES-ACC-23-002250		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181552 Payment Date 11/03/23			Vendor 43026			TARGIN SIGNS INC.	Status Issued	

AP255 Date 11/03/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 7
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Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181552 Payment Date 11/03/23			Vendor 43026			TARGIN SIGNS INC.	Status Issued	
43026	MISC-SIGN-23-000271		IX 170	11/01/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181553 Payment Date 11/03/23			Vendor 43027			THAPA, ANIL	Status Issued	
43027	RES-ACC-23-002477		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181554 Payment Date 11/03/23			Vendor 43028			TITAN SOLAR POWER IL, INC.	Status Issued	
43028	RES-SOLAR-23-001491		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181555 Payment Date 11/03/23			Vendor 43029			TOPSHOP ROOFING, LLC	Status Issued	
43029	RES-RRR-23-002542		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181556 Payment Date 11/03/23			Vendor 23017			TRINITY RISK SOLUTIONS	Status Issued	
23017	DED6374295		IX 102	10/31/23		76,069.00	0.00	76,069.00
23017	DED6374303		IX 102	10/31/23		190.00	0.00	190.00
23017	DED6374304		IX 102	10/31/23		1,447.45	0.00	1,447.45
23017	DED6374309		IX 102	10/31/23		1,807.50	0.00	1,807.50
			*** Payment Total			79,513.95	0.00	79,513.95
Payment Number 1181557 Payment Date 11/03/23			Vendor 12876			TRUSTED JOURNEY PET MEMORIAL	Status Issued	
12876	APR10048-I-0014		IX 120	10/30/23		210.00	0.00	210.00
			*** Payment Total			210.00	0.00	210.00
Payment Number 1181558 Payment Date 11/03/23			Vendor 22532			UNIVERSITY OF ILLINOIS	Status Issued	
22532	581425		IX 120	11/01/23		67.00	0.00	67.00
22532	581834		IX 120	11/04/23		67.00	0.00	67.00
22532	582839		IX 120	11/08/23		67.00	0.00	67.00
			*** Payment Total			201.00	0.00	201.00
Payment Number 1181559 Payment Date 11/03/23			Vendor 43030			URBAN, MICHAL	Status Issued	
43030	RES-ACC-23-000440		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181560 Payment Date 11/03/23			Vendor 43031			WARSAW, DOREEN	Status Issued	
43031	RES-ACC-23-002203		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181561 Payment Date 11/03/23			Vendor 43034			WEST CHICAGO CONCRETE	Status Issued	
43034	RES-ACC-23-002394		IX 170	11/01/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181562 Payment Date 11/03/23			Vendor 10037			WHEATON SANITARY DISTRICT	Status Issued	
10037	036667-000 092523		IX 120	10/25/23		225.00	0.00	225.00
			*** Payment Total			225.00	0.00	225.00

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AP255 Date 11/03/23                Pay Group  1100 GENERAL GOVERNMENT PAY GROUP    USD                                  Page    8
      Time 13:07                   Bank Account Payment History

                                     Payment Date Range    11/03/23  thru  11/03/23
Cash Code  1414    Bank  071923909                                        Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181563 Payment Date 11/03/23   Vendor     42811        YOUTH 4 EXCELLENCE INC.          Status Issued
    42811 SAGP34                                IX  105   10/26/23                 23,353.00              0.00          23,353.00
                                                   *** Payment Total           23,353.00              0.00          23,353.00

Payment Number    1181564 Payment Date 11/03/23   Vendor     43032        YUAN, YINGNI                     Status Issued
    43032 RES-ACC-23-001954                     IX  170   11/01/23                    100.00              0.00             100.00
                                                   *** Payment Total              100.00              0.00             100.00

Payment Number    1181565 Payment Date 11/03/23   Vendor     26603        ZOETIS US LLC                    Status Issued
    26603 9021506020                            IX  120   10/15/23                  1,425.57              0.00           1,425.57
    26603 9021743989                            IX  120   11/09/23                    587.82              0.00             587.82
                                                   *** Payment Total            2,013.39              0.00           2,013.39

Payment Number    1181566 Payment Date 11/03/23   Vendor     43033        ZONUM ELECTRIC INC.              Status Issued
    43033 MISC-COMM-23-002424                   IX  170   11/01/23                    200.00              0.00             200.00
                                                   *** Payment Total              200.00              0.00             200.00

                                          *** Payment Code CHK Total          368,134.68              0.00         368,134.68
                                                      Payment Count                75

                                          *** Cash Code  1414  Total          368,229.68              0.00         368,229.68
                                                      Payment Count                76

                                       *** Pay Group 1100 USD   Total          368,229.68              0.00         368,229.68
                                                      Payment Count                76
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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:07


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


                    Pay Group: 1200
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 11/03/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 13:07 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530050 Payment Date 11/03/23			Vendor 26753			AMAZON CAPITAL SERVICES	Status Issued	
26753	1D34-HTQV-3JK3		IX 100	11/23/23		78.90	0.00	78.90
26753	1WTX-X4C9-1X7P		IX 100	11/16/23		758.00	0.00	758.00
			*** Payment Total			836.90	0.00	836.90
Payment Number 530051 Payment Date 11/03/23			Vendor 10667			CDW GOVERNMENT INC	Status Issued	
10667	MQ36310		IX 100	11/19/23		2,028.00	0.00	2,028.00
			*** Payment Total			2,028.00	0.00	2,028.00
Payment Number 530052 Payment Date 11/03/23			Vendor 36259			POINTCLICKCARE TECHNOLOGIES	Status Issued	
36259	INV-4271006		IX 100	10/30/23		900.00	0.00	900.00
36259	INV-4301121		IX 100	12/01/23		126.97	0.00	126.97
36259	INV-4301137		IX 100	12/01/23		20,158.50	0.00	20,158.50
36259	INV-4358798		IX 100	11/30/23		1,680.00	0.00	1,680.00
			*** Payment Total			22,865.47	0.00	22,865.47
		*** Payment Code ACH Total				25,730.37	0.00	25,730.37
			Payment Count			3		

AP255 Date 11/03/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2
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Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181567 Payment Date 11/03/23			Vendor 10056			ALCO SALES & SERVICE CO.	Status Issued	
10056	2930647-IN		IX 100	11/25/23		4,440.57	0.00	4,440.57
			*** Payment Total			4,440.57	0.00	4,440.57
Payment Number 1181568 Payment Date 11/03/23			Vendor 12104			ALLIANT INSURANCE SERVICES INC	Status Issued	
12104	2452127		IX 100	11/11/23		30.00	0.00	30.00
			*** Payment Total			30.00	0.00	30.00
Payment Number 1181569 Payment Date 11/03/23			Vendor 18367			APARICIO, MAGDALENA	Status Issued	
18367	EXP20231022		IX 100	11/21/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181570 Payment Date 11/03/23			Vendor 27908			C.A. SHORT COMPANY	Status Issued	
27908	2244814		IX 100	10/13/23		159.00	0.00	159.00
			*** Payment Total			159.00	0.00	159.00
Payment Number 1181571 Payment Date 11/03/23			Vendor 22874			CHAVEZ GUTIERREZ, RAUL	Status Issued	
22874	EXP20231025		IX 100	10/30/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181572 Payment Date 11/03/23			Vendor 12382			COMCAST	Status Issued	
12382	8771200470017191102223		IX 100	11/21/23		1,142.09	0.00	1,142.09
			*** Payment Total			1,142.09	0.00	1,142.09
Payment Number 1181573 Payment Date 11/03/23			Vendor 10335			ECOLAB INC	Status Issued	
10335	6341466467		IX 100	11/19/23		5,440.36	0.00	5,440.36
			*** Payment Total			5,440.36	0.00	5,440.36
Payment Number 1181574 Payment Date 11/03/23			Vendor 30801			MCKESSON MEDICAL - SURGICAL	Status Issued	
30801	21216904		IX 100	11/11/23		8,560.20	0.00	8,560.20
			*** Payment Total			8,560.20	0.00	8,560.20
Payment Number 1181575 Payment Date 11/03/23			Vendor 18323			PAMINTUAN, MARILYN MUNGCAL	Status Issued	
18323	EXP20231004		IX 100	11/03/23		229.06	0.00	229.06
			*** Payment Total			229.06	0.00	229.06
Payment Number 1181576 Payment Date 11/03/23			Vendor 25956			SCHOEN, LORRAINE	Status Issued	
25956	EXP20231003		IX 100	11/01/23		21.94	0.00	21.94
			*** Payment Total			21.94	0.00	21.94
Payment Number 1181577 Payment Date 11/03/23			Vendor 10555			SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624836835		IX 100	11/25/23		33.69	0.00	33.69
10555	624836836		IX 100	11/25/23		183.41	0.00	183.41
10555	624836837		IX 100	11/25/23		592.96	0.00	592.96
10555	624836838		IX 100	11/25/23		2,416.40	0.00	2,416.40
10555	624836839		IX 100	11/25/23		2,430.49	0.00	2,430.49
10555	624840166		IX 100	11/26/23		83.38	0.00	83.38
10555	624840293		IX 100	11/26/23		96.08	0.00	96.08
10555	624847081		IX 100	11/29/23		67.38	0.00	67.38

AP255 Date 11/03/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 13:07 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181577 Payment Date 11/03/23		Vendor 10555		SYSCO FOOD SERVICES-CHICAGO			Status Issued	
10555	624847082		IX 100	11/29/23		152.26	0.00	152.26
10555	624847083		IX 100	11/29/23		3,362.32	0.00	3,362.32
10555	624847084		IX 100	11/29/23		121.88	0.00	121.88
10555	624847085		IX 100	11/29/23		715.53	0.00	715.53
10555	624847086		IX 100	11/29/23		3,957.99	0.00	3,957.99
			*** Payment Total			14,213.77	0.00	14,213.77
Payment Number 1181578 Payment Date 11/03/23		Vendor 36338		VALDES, LLC			Status Issued	
36338	77510		IX 100	11/25/23		8,025.00	0.00	8,025.00
36338	77511		IX 100	11/25/23		3,546.90	0.00	3,546.90
			*** Payment Total			11,571.90	0.00	11,571.90
Payment Number 1181579 Payment Date 11/03/23		Vendor 30141		WELLSKY			Status Issued	
30141	INV-75195		IX 100	10/31/23		1,050.00	0.00	1,050.00
			*** Payment Total			1,050.00	0.00	1,050.00
		*** Payment Code CHK Total				46,958.89	0.00	46,958.89
				Payment Count		13		
		*** Cash Code 1414 Total				72,689.26	0.00	72,689.26
				Payment Count		16		
		*** Pay Group 1200 USD Total				72,689.26	0.00	72,689.26
				Payment Count		16		

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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:07


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


                    Pay Group: 1400
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 11/03/23 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1
Time 13:07 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530053 Payment Date 11/03/23		Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	101523-102123.PB		IX 130	11/25/23		510.00	0.00	510.00
			*** Payment Total			510.00	0.00	510.00
Payment Number 530054 Payment Date 11/03/23		Vendor 39536		KAPPAS, VICTORIA			Status Issued	
39536	EXP20231026		IX 104	11/01/23		185.87	0.00	185.87
			*** Payment Total			185.87	0.00	185.87
			*** Payment Code ACH Total			695.87	0.00	695.87
			Payment Count			2		

AP255 Date 11/03/23 Pay Group 1400 JUDICIAL PAY GROUP USD Page 2
Time 13:07 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181580 Payment Date 11/03/23		Vendor 18599		DONALD, SHARON			Status Issued	
18599	OTER.TRNG.1002-1005SD		IX 130	11/25/23		1,221.23	0.00	1,221.23
			*** Payment Total			1,221.23	0.00	1,221.23
Payment Number 1181581 Payment Date 11/03/23		Vendor 10394		FATHER FLANAGAN'S BOYS' HOME			Status Issued	
10394	CINV-00004694		IX 130	10/19/23		6,240.00	0.00	6,240.00
			*** Payment Total			6,240.00	0.00	6,240.00
Payment Number 1181582 Payment Date 11/03/23		Vendor 12100		HOV SERVICES INC			Status Issued	
12100	0000412203		IX 102	11/24/23		3,634.00	0.00	3,634.00
12100	0000412204		IX 102	11/24/23		8,985.84	0.00	8,985.84
			*** Payment Total			12,619.84	0.00	12,619.84
Payment Number 1181583 Payment Date 11/03/23		Vendor 14107		ILAPSC			Status Issued	
14107	2023-12		IX 130	10/26/23		3,950.00	0.00	3,950.00
			*** Payment Total			3,950.00	0.00	3,950.00
Payment Number 1181584 Payment Date 11/03/23		Vendor 18705		LICKO, IRENE			Status Issued	
18705	TRVL.EXP.TRNG.102023		IX 130	11/28/23		21.90	0.00	21.90
			*** Payment Total			21.90	0.00	21.90
Payment Number 1181585 Payment Date 11/03/23		Vendor 24974		MEDPRO WASTE DISPOSAL LLC			Status Issued	
24974	874416		IX 130	10/27/23		177.00	0.00	177.00
			*** Payment Total			177.00	0.00	177.00
Payment Number 1181586 Payment Date 11/03/23		Vendor 27781		PROPIO LS LLC			Status Issued	
27781	0305680923		IX 130	10/27/23		129.20	0.00	129.20
			*** Payment Total			129.20	0.00	129.20
		*** Payment Code CHK Total				24,359.17	0.00	24,359.17
			Payment Count			7		
		*** Cash Code 1414 Total				25,055.04	0.00	25,055.04
			Payment Count			9		
		*** Pay Group 1400 USD Total				25,055.04	0.00	25,055.04
			Payment Count			9		

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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:07


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


                    Pay Group: 1500
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 11/03/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 13:08 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530055 Payment Date 11/03/23			Vendor 10621			CIVILTECH ENGINEERING INC	Status Issued	
10621	3394-39		IX 101	09/30/23		673.40	0.00	673.40
			*** Payment Total			673.40	0.00	673.40
Payment Number 530056 Payment Date 11/03/23			Vendor 32366			GASPEREC ELBERTS	Status Issued	
32366	5773-05 WO2		IX 100	11/12/23		3,332.90	0.00	3,332.90
			*** Payment Total			3,332.90	0.00	3,332.90
Payment Number 530057 Payment Date 11/03/23			Vendor 11655			GEWALT HAMILTON ASSOCIATES INC	Status Issued	
11655	5809-01 WO4		IX 100	11/23/23		7,484.32	0.00	7,484.32
11655	5809-01 WO5 FINAL		IX 100	11/23/23		4,422.60	0.00	4,422.60
11655	5809-01 WO7 FINAL		IX 100	11/23/23		3,848.10	0.00	3,848.10
11655	5809-02 WO1 FINAL		IX 100	11/23/23		1,062.60	0.00	1,062.60
			*** Payment Total			16,817.62	0.00	16,817.62
Payment Number 530058 Payment Date 11/03/23			Vendor 12406			H W LOCHNER INC	Status Issued	
12406	5277-20		IX 101	09/28/23		32,886.62	0.00	32,886.62
			*** Payment Total			32,886.62	0.00	32,886.62
Payment Number 530059 Payment Date 11/03/23			Vendor 12021			HAMPTON, LENZINI & RENWICK INC	Status Issued	
12021	5548-19		IX 101	11/10/23		50,489.93	0.00	50,489.93
			*** Payment Total			50,489.93	0.00	50,489.93
Payment Number 530060 Payment Date 11/03/23			Vendor 10312			PATRICK ENGINEERING INC.	Status Issued	
10312	5806-11		IX 101	11/17/23		1,216.96	0.00	1,216.96
10312	5806-12R		IX 101	11/17/23		4,077.46	0.00	4,077.46
			*** Payment Total			5,294.42	0.00	5,294.42
Payment Number 530061 Payment Date 11/03/23			Vendor 11002			PRIMERA ENGINEERS, LTD.	Status Issued	
11002	6398-02		IX 101	08/30/23		70,901.14	0.00	70,901.14
			*** Payment Total			70,901.14	0.00	70,901.14
Payment Number 530062 Payment Date 11/03/23			Vendor 12743			THOMAS ENGINEERING GROUP LLC	Status Issued	
12743	23-403		IX 100	10/18/23		4,500.00	0.00	4,500.00
			*** Payment Total			4,500.00	0.00	4,500.00
			*** Payment Code ACH Total			184,896.03	0.00	184,896.03
			Payment Count			8		
			*** Cash Code 1414 Total			184,896.03	0.00	184,896.03
			Payment Count			8		
			*** Pay Group 1500 USD Total			184,896.03	0.00	184,896.03
			Payment Count			8		

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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:08


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



                 Pay Group: 1600
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110323 -   110323
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

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AP255 Date 11/03/23                Pay Group  1600 CONSERV & RECREATION PAY GROUP  USD                                  Page    1
      Time 13:08                   Bank Account Payment History

                                     Payment Date Range    11/03/23  thru  11/03/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181587 Payment Date 11/03/23   Vendor     21802        A. BLOCK MARKETING, INC          Status Issued
    21802 LO00085958                              IX  100   11/05/23                    30.00              0.00              30.00
                                                     *** Payment Total                30.00              0.00              30.00

Payment Number    1181588 Payment Date 11/03/23   Vendor     12104        ALLIANT INSURANCE SERVICES INC   Status Issued
    12104 2467430                                 IX  100   11/29/23                    30.00              0.00              30.00
                                                     *** Payment Total                30.00              0.00              30.00

Payment Number    1181589 Payment Date 11/03/23   Vendor     10996        FIRST ENVIRONMENTAL LABS INC     Status Issued
    10996 175897                                  IX  100   06/30/23                   130.00              0.00             130.00
                                                     *** Payment Total               130.00              0.00             130.00

Payment Number    1181590 Payment Date 11/03/23   Vendor     10540        SECRETARY OF STATE               Status Issued
    10540 COX 103023                              IX  100   10/30/23                    15.00              0.00              15.00
                                                     *** Payment Total                15.00              0.00              15.00

Payment Number    1181591 Payment Date 11/03/23   Vendor     10540        SECRETARY OF STATE               Status Issued
    10540 PERO 103023                             IX  100   11/01/23                    15.00              0.00              15.00
                                                     *** Payment Total                15.00              0.00              15.00

                                          *** Payment Code CHK Total                 220.00              0.00             220.00
                                                       Payment Count                  5

                                          *** Cash Code  1414  Total                 220.00              0.00             220.00
                                                       Payment Count                  5

                                       *** Pay Group 1600 USD   Total                220.00              0.00             220.00
                                                       Payment Count                  5
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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:08


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



                 Pay Group: 2000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110323 -   110323
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

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AP255 Date 11/03/23                Pay Group  2000 PUBLIC WORKS PAY GROUP          USD                                  Page    1
      Time 13:08                   Bank Account Payment History

                                     Payment Date Range    11/03/23  thru  11/03/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     530063 Payment Date 11/03/23   Vendor     10124        GRAYBAR                          Status Issued
    10124 9333743759                             IX  100   09/30/23                    214.80               0.00             214.80
    10124 9333760368                             IX  100   10/01/23                    241.84               0.00             241.84
    10124 9333990106                             IX  100   10/19/23                    370.86               0.00             370.86
                                                    *** Payment Total               827.50                 0.00             827.50

Payment Number     530064 Payment Date 11/03/23   Vendor     10843        K-FIVE CONSTRUCTION CORP         Status Issued
    10843 51759                                  IX  100   10/15/23                    446.74               0.00             446.74
                                                    *** Payment Total               446.74                 0.00             446.74

Payment Number     530065 Payment Date 11/03/23   Vendor     13282        BCR AUTOMOTIVE GROUP LLC         Status Issued
    13282 FOCS204169                             IX  100   11/18/23                  1,230.07               0.00           1,230.07
                                                    *** Payment Total             1,230.07                 0.00           1,230.07

                                          *** Payment Code ACH Total              2,504.31                 0.00           2,504.31
                                                      Payment Count                   3
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AP255 Date 11/03/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2
Time 13:08 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181592 Payment Date 11/03/23			Vendor 29544			A & W TRAILER	Status Issued	
29544	8668		IX 100	11/17/23		177.49	0.00	177.49
			*** Payment Total			177.49	0.00	177.49
Payment Number 1181593 Payment Date 11/03/23			Vendor 26948			ADVANCE AUTO PARTS	Status Issued	
26948	8759309642096		IX 100	05/06/23		168.83	0.00	168.83
26948	8759325430131		IX 100	10/11/23		6.41	0.00	6.41
			*** Payment Total			175.24	0.00	175.24
Payment Number 1181594 Payment Date 11/03/23			Vendor 26948			ADVANCE AUTO PARTS	Status Issued	
26948	2377-929106		IX 100	05/19/23		62.68	0.00	62.68
26948	2377-952309		IX 100	10/18/23		13.05	0.00	13.05
26948	2377-952387		IX 100	10/18/23		23.23	0.00	23.23
26948	2377-953499		IX 100	10/26/23		14.34	0.00	14.34
26948	2377-955796		IX 100	11/11/23		152.40	0.00	152.40
			*** Payment Total			265.70	0.00	265.70
Payment Number 1181595 Payment Date 11/03/23			Vendor 10828			ANSWER NATIONAL	Status Issued	
10828	677078AN-110123		IX 100	12/01/23		268.74	0.00	268.74
			*** Payment Total			268.74	0.00	268.74
Payment Number 1181596 Payment Date 11/03/23			Vendor 10788			BRIDGESTONE RETAIL OPERATIONS	Status Issued	
10788	360816		IX 100	11/01/23		39.98	0.00	39.98
			*** Payment Total			39.98	0.00	39.98
Payment Number 1181597 Payment Date 11/03/23			Vendor 10304			CENTRAL SOD FARMS INC	Status Issued	
10304	11-1-788		IX 100	11/04/23		225.00	0.00	225.00
10304	55130		IX 100	08/30/23		585.00	0.00	585.00
10304	55174		IX 100	08/30/23		540.00	0.00	540.00
10304	55229		IX 100	09/10/23		135.00	0.00	135.00
10304	56044		IX 100	09/15/23		75.00	0.00	75.00
			*** Payment Total			1,560.00	0.00	1,560.00
Payment Number 1181598 Payment Date 11/03/23			Vendor 12382			COMCAST	Status Issued	
12382	8771201220455301102823		IX 100	11/27/23		558.30	0.00	558.30
			*** Payment Total			558.30	0.00	558.30
Payment Number 1181599 Payment Date 11/03/23			Vendor 27603			CORE & MAIN LP	Status Issued	
27603	S296980		IX 100	03/03/23		1,269.00	0.00	1,269.00
27603	S521827		IX 100	04/16/23		102.00	0.00	102.00
27603	S573625		IX 100	04/23/23		615.07	0.00	615.07
27603	S658995		IX 100	05/14/23		105.07	0.00	105.07
27603	S822919		IX 100	06/11/23		1,458.00	0.00	1,458.00
			*** Payment Total			3,549.14	0.00	3,549.14
Payment Number 1181600 Payment Date 11/03/23			Vendor 11280			DRYDON/A DXP COMPANY	Status Issued	
11280	0000706		IX 100	10/28/23		2,412.18	0.00	2,412.18
			*** Payment Total			2,412.18	0.00	2,412.18

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Time 13:08 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181601 Payment Date 11/03/23		Vendor 11012				METROPOLITAN INDUSTRIES, INC	Status Issued	
11012	INV053800		IX 100	09/27/23		8,152.20	0.00	8,152.20
			*** Payment Total			8,152.20	0.00	8,152.20
Payment Number 1181602 Payment Date 11/03/23		Vendor 14091				ENVIRONMENTAL EXPRESS INC.	Status Issued	
14091	1000752305		IX 100	09/20/23		361.88	0.00	361.88
14091	1000752344		IX 100	09/20/23		112.88	0.00	112.88
			*** Payment Total			474.76	0.00	474.76
Payment Number 1181603 Payment Date 11/03/23		Vendor 13986				ETP LABS INC	Status Issued	
13986	23-136779		IX 100	09/23/23		362.00	0.00	362.00
			*** Payment Total			362.00	0.00	362.00
Payment Number 1181604 Payment Date 11/03/23		Vendor 11372				FILTERED SERVICES INC	Status Issued	
11372	INV352099		IX 100	10/07/23		268.40	0.00	268.40
			*** Payment Total			268.40	0.00	268.40
Payment Number 1181605 Payment Date 11/03/23		Vendor 43036				FPL REALTY AZUSA	Status Issued	
43036	103023		IX 100	10/30/23		40.00	0.00	40.00
			*** Payment Total			40.00	0.00	40.00
Payment Number 1181606 Payment Date 11/03/23		Vendor 43035				GALLAGHER, DONNA	Status Issued	
43035	103023A		IX 100	10/30/23		19.03	0.00	19.03
			*** Payment Total			19.03	0.00	19.03
Payment Number 1181607 Payment Date 11/03/23		Vendor 10039				HACH COMPANY	Status Issued	
10039	13743331		IX 100	10/19/23		367.00	0.00	367.00
10039	13749014		IX 100	10/22/23		66.89	0.00	66.89
			*** Payment Total			433.89	0.00	433.89
Payment Number 1181608 Payment Date 11/03/23		Vendor 39526				HARN R/O SYSTEMS INC.	Status Issued	
39526	IN-2928		IX 100	10/30/23		849.14	0.00	849.14
			*** Payment Total			849.14	0.00	849.14
Payment Number 1181609 Payment Date 11/03/23		Vendor 11102				HARRINGTON INDUSTRIAL PLASTICS	Status Issued	
11102	023I8042		IX 100	10/14/23		154.71	0.00	154.71
			*** Payment Total			154.71	0.00	154.71
Payment Number 1181610 Payment Date 11/03/23		Vendor 12234				HAWKINS INC	Status Issued	
12234	6579259		IX 100	10/15/23		40.00	0.00	40.00
12234	6580270		IX 100	10/15/23		10.00	0.00	10.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181611 Payment Date 11/03/23		Vendor 19150				IL OFFICE OF THE STATE	Status Issued	
19150	9685512		IX 100	11/10/23		140.00	0.00	140.00
			*** Payment Total			140.00	0.00	140.00
Payment Number 1181612 Payment Date 11/03/23		Vendor 10986				INDEPENDENT BEARING INC	Status Issued	
10986	0010033		IX 100	06/15/23		41.28	0.00	41.28

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Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181612 Payment Date 11/03/23			Vendor 10986			INDEPENDENT BEARING INC	Status Issued	
10986	0010499		IX 100	09/17/23		154.28	0.00	154.28
10986	0010505		IX 100	09/17/23		265.22	0.00	265.22
10986	0010563		IX 100	09/30/23		56.97	0.00	56.97
			*** Payment Total			517.75	0.00	517.75
Payment Number 1181613 Payment Date 11/03/23			Vendor 14258			JOHNSTONE SUPPLY	Status Issued	
14258	S101429970.001		IX 100	10/06/23		103.09	0.00	103.09
			*** Payment Total			103.09	0.00	103.09
Payment Number 1181614 Payment Date 11/03/23			Vendor 24920			JX ENTERPRISES, INC	Status Issued	
24920	22263456P		IX 100	10/21/23		405.99	0.00	405.99
			*** Payment Total			405.99	0.00	405.99
Payment Number 1181615 Payment Date 11/03/23			Vendor 10044			KIPP'S LAWNMOWER SALES & SVC	Status Issued	
10044	516321		IX 100	11/03/23		404.25	0.00	404.25
			*** Payment Total			404.25	0.00	404.25
Payment Number 1181616 Payment Date 11/03/23			Vendor 11148			LAI LTD	Status Issued	
11148	23-3244		IX 100	09/22/23		3,092.00	0.00	3,092.00
			*** Payment Total			3,092.00	0.00	3,092.00
Payment Number 1181617 Payment Date 11/03/23			Vendor 10139			MCMASTER-CARR	Status Issued	
10139	16460661		IX 100	11/23/23		151.55	0.00	151.55
			*** Payment Total			151.55	0.00	151.55
Payment Number 1181618 Payment Date 11/03/23			Vendor 19851			MEMMERT USA, LLC	Status Issued	
19851	12795		IX 100	11/05/23		230.46	0.00	230.46
			*** Payment Total			230.46	0.00	230.46
Payment Number 1181619 Payment Date 11/03/23			Vendor 42225			MESCO CORPORATION	Status Issued	
42225	60813		IX 100	10/05/23		3,061.00	0.00	3,061.00
			*** Payment Total			3,061.00	0.00	3,061.00
Payment Number 1181620 Payment Date 11/03/23			Vendor 10803			NAPCO STEEL INC.	Status Issued	
10803	468944		IX 100	10/26/23		268.80	0.00	268.80
			*** Payment Total			268.80	0.00	268.80
Payment Number 1181621 Payment Date 11/03/23			Vendor 11932			NCL OF WISCONSIN INC	Status Issued	
11932	492626		IX 100	10/11/23		872.86	0.00	872.86
			*** Payment Total			872.86	0.00	872.86
Payment Number 1181622 Payment Date 11/03/23			Vendor 10185			NEUCO INC	Status Issued	
10185	7143812		IX 100	11/09/23		238.55	0.00	238.55
			*** Payment Total			238.55	0.00	238.55
Payment Number 1181623 Payment Date 11/03/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	335293372001		IX 100	11/01/23		194.42	0.00	194.42

AP255 Date 11/03/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 5
Time 13:08 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181623 Payment Date 11/03/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
			*** Payment Total			194.42	0.00	194.42
Payment Number 1181624 Payment Date 11/03/23			Vendor 10070			PACKEY WEBB FORD	Status Issued	
10070	166510		IX 100	08/12/23		202.38	0.00	202.38
			*** Payment Total			202.38	0.00	202.38
Payment Number 1181625 Payment Date 11/03/23			Vendor 10131			PARKSON CORPORATION	Status Issued	
10131	AR1/51038180		IX 100	10/21/23		2,047.89	0.00	2,047.89
			*** Payment Total			2,047.89	0.00	2,047.89
Payment Number 1181626 Payment Date 11/03/23			Vendor 19699			PEREGRINE CORPORATION	Status Issued	
19699	535563		IX 100	11/18/23		336.10	0.00	336.10
			*** Payment Total			336.10	0.00	336.10
Payment Number 1181627 Payment Date 11/03/23			Vendor 32407			PHYSICIANS IMMEDIATE CARE	Status Issued	
32407	4333554		IX 100	11/12/23		203.00	0.00	203.00
			*** Payment Total			203.00	0.00	203.00
Payment Number 1181628 Payment Date 11/03/23			Vendor 11154			PORTER PIPE & SUPPLY	Status Issued	
11154	12654413-00		IX 100	10/13/23		132.06	0.00	132.06
			*** Payment Total			132.06	0.00	132.06
Payment Number 1181629 Payment Date 11/03/23			Vendor 12422			RUSSO POWER EQUIPMENT	Status Issued	
12422	SPI20339029		IX 100	09/01/23		3.36	0.00	3.36
			*** Payment Total			3.36	0.00	3.36
Payment Number 1181630 Payment Date 11/03/23			Vendor 42596			NAVIONICS RESEARCH INC.	Status Issued	
42596	23810		IX 100	11/25/23		1,180.42	0.00	1,180.42
			*** Payment Total			1,180.42	0.00	1,180.42
Payment Number 1181631 Payment Date 11/03/23			Vendor 10955			SERVICE INDUSTRIAL SUPPLY INC	Status Issued	
10955	134901		IX 100	06/15/23		403.79-	0.00	403.79-
10955	136747		IX 100	10/29/23		1,196.00	0.00	1,196.00
			*** Payment Total			792.21	0.00	792.21
Payment Number 1181632 Payment Date 11/03/23			Vendor 38951			SERVICE SPRING CO INC	Status Issued	
38951	175084		IX 100	09/17/23		867.81	0.00	867.81
38951	175170		IX 100	09/27/23		767.17	0.00	767.17
			*** Payment Total			1,634.98	0.00	1,634.98
Payment Number 1181633 Payment Date 11/03/23			Vendor 11812			USA BLUEBOOK	Status Issued	
11812	INV00120299		IX 100	09/29/23		188.33	0.00	188.33
11812	INV00123781		IX 100	10/05/23		18.85	0.00	18.85
11812	INV00126727		IX 100	10/07/23		362.65	0.00	362.65
11812	INV00131606		IX 100	10/12/23		119.37	0.00	119.37
			*** Payment Total			689.20	0.00	689.20
Payment Number 1181634 Payment Date 11/03/23			Vendor 41562			VILLAGE AUTOMOTIVE	Status Issued	

AP255 Date 11/03/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 6
Time 13:08 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181634 Payment Date 11/03/23			Vendor 41562			VILLAGE AUTOMOTIVE	Status Issued	
41562	41491		IX 100	10/08/23		3,318.13	0.00	3,318.13
41562	41569		IX 100	10/21/23		1,697.46	0.00	1,697.46
			*** Payment Total			5,015.59	0.00	5,015.59
Payment Number 1181635 Payment Date 11/03/23			Vendor 11976			WASTEBOX INC	Status Issued	
11976	187461		IX 100	10/13/23		385.00	0.00	385.00
			*** Payment Total			385.00	0.00	385.00
Payment Number 1181636 Payment Date 11/03/23			Vendor 11398			ZIEBELL WATER SERVICE PRODUCTS	Status Issued	
11398	262956-000		IX 100	09/29/23		3,290.00	0.00	3,290.00
			*** Payment Total			3,290.00	0.00	3,290.00
Payment Number 1181637 Payment Date 11/03/23			Vendor 26345			ZORO TOOLS INC	Status Issued	
26345	INV12981054		IX 100	10/01/23		350.16	0.00	350.16
			*** Payment Total			350.16	0.00	350.16
		*** Payment Code CHK Total				45,753.97	0.00	45,753.97
		Payment Count				46		
		*** Cash Code 1414 Total				48,258.28	0.00	48,258.28
		Payment Count				49		
	*** Pay Group 2000 USD Total					48,258.28	0.00	48,258.28
		Payment Count				49		

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AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:08


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



                 Pay Group: 5000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110323 -   110323
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 11/03/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 13:09 Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530066 Payment Date 11/03/23		Vendor 27068				ROCK GATE CAPITAL	Status Issued	
27068	109779		IX 105	10/31/23		5,488.00	0.00	5,488.00
			*** Payment Total			5,488.00	0.00	5,488.00
Payment Number 530067 Payment Date 11/03/23		Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1DYD-1CD7-X7YJ		IX 101	10/31/23		80.00	0.00	80.00
26753	1KH3-GTT1-7PN7		IX 202	11/20/23		666.96	0.00	666.96
26753	1MJH-DLKH-1PG4		IX 100	11/19/23		495.39	0.00	495.39
26753	1TYP-6DWD-6D67		IX 101	10/31/23		400.00	0.00	400.00
26753	1X36-JL6W-643W		IX 101	11/22/23		469.98	0.00	469.98
			*** Payment Total			2,112.33	0.00	2,112.33
Payment Number 530068 Payment Date 11/03/23		Vendor 31882				BESLAGIC, AIDA	Status Issued	
31882	MIL20231002		IX 202	10/31/23		240.91	0.00	240.91
			*** Payment Total			240.91	0.00	240.91
Payment Number 530069 Payment Date 11/03/23		Vendor 12992				BRIGHTSTAR CARE OF DUPAGE/	Status Issued	
12992	IVC00000008036359		IX 101	11/21/23		156.00	0.00	156.00
12992	IVC00000008052311		IX 101	11/28/23		156.00	0.00	156.00
			*** Payment Total			312.00	0.00	312.00
Payment Number 530070 Payment Date 11/03/23		Vendor 28463				CATHOLIC CHARITIES OF THE ARCH	Status Issued	
28463	CD23-06#1		IX 103	11/30/23		11,010.20	0.00	11,010.20
			*** Payment Total			11,010.20	0.00	11,010.20
Payment Number 530071 Payment Date 11/03/23		Vendor 23461				DUPAGE COUNTY COMMUNITY	Status Issued	
23461	AMAZON W.H 092723		IX 101	10/31/23		200.00	0.00	200.00
23461	DHS-24-1957		IX 209	10/31/23		225.00	0.00	225.00
23461	DHS-24-1967		IX 209	10/31/23		304.48	0.00	304.48
23461	DHS-24-1968		IX 209	10/31/23		1,180.00	0.00	1,180.00
23461	TARGET T.B 102323		IX 101	10/31/23		250.00	0.00	250.00
			*** Payment Total			2,159.48	0.00	2,159.48
Payment Number 530072 Payment Date 11/03/23		Vendor 14161				GRAHAM, KELLY	Status Issued	
14161	101523-102123.ARI		IX 208	11/25/23		217.50	0.00	217.50
			*** Payment Total			217.50	0.00	217.50
Payment Number 530073 Payment Date 11/03/23		Vendor 14166				HEALTHY AIR HEATING & AIR INC	Status Issued	
14166	41440		IX 101	11/01/23		7,738.63	0.00	7,738.63
14166	41441		IX 101	11/01/23		4,020.72	0.00	4,020.72
14166	41523		IX 101	11/01/23		5,348.28	0.00	5,348.28
14166	41524		IX 101	11/01/23		8,945.82	0.00	8,945.82
			*** Payment Total			26,053.45	0.00	26,053.45
Payment Number 530074 Payment Date 11/03/23		Vendor 18799				STRAFFORD-AHMED, GINA R	Status Issued	
18799	TRV20231023		IX 100	11/22/23		692.85	0.00	692.85
			*** Payment Total			692.85	0.00	692.85

Bank Account Payment History

Payment Date Range 11/03/23 thru 11/03/23

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Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code ACH Total				48,286.72	0.00	48,286.72
				Payment Count		9		

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Payment Date Range 11/03/23 thru 11/03/23
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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181638 Payment Date 11/03/23			Vendor 28951			1776 HOME CARE LLC	Status Issued	
28951	14934A		IX 101	10/31/23		680.45	0.00	680.45
28951	15001		IX 101	11/02/23		296.55	0.00	296.55
			*** Payment Total			977.00	0.00	977.00
Payment Number 1181639 Payment Date 11/03/23			Vendor 13737			NORTHWEST HOME CARE- ABCOR	Status Issued	
13737	40805		IX 101	11/26/23		637.50	0.00	637.50
			*** Payment Total			637.50	0.00	637.50
Payment Number 1181640 Payment Date 11/03/23			Vendor 10379			ACTION SCREEN PRINT INC	Status Issued	
10379	52145		IX 101	10/22/23		2,901.60	0.00	2,901.60
			*** Payment Total			2,901.60	0.00	2,901.60
Payment Number 1181641 Payment Date 11/03/23			Vendor 43050			ADVANCED NURSING CARE, INC.	Status Issued	
43050	1002		IX 202	11/28/23		499.90	0.00	499.90
			*** Payment Total			499.90	0.00	499.90
Payment Number 1181642 Payment Date 11/03/23			Vendor 38418			ALPHA TRUCK DRIVING SCHOOL,	Status Issued	
38418	2860		IX 105	10/31/23		4,999.00	0.00	4,999.00
			*** Payment Total			4,999.00	0.00	4,999.00
Payment Number 1181643 Payment Date 11/03/23			Vendor 10876			AMERICAN MOBILE SHREDDING &	Status Issued	
10876	2828		IX 101	11/17/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 1181644 Payment Date 11/03/23			Vendor 17561			BRITTANY SPRINGS LP	Status Issued	
17561	IACAA-24-1975		IX 101	11/26/23		2,000.00	0.00	2,000.00
			*** Payment Total			2,000.00	0.00	2,000.00
Payment Number 1181645 Payment Date 11/03/23			Vendor 39547			BUSYBEE LANDSCAPING	Status Issued	
39547	2514		IX 202	11/26/23		60.00	0.00	60.00
			*** Payment Total			60.00	0.00	60.00
Payment Number 1181646 Payment Date 11/03/23			Vendor 30611			BUTCHER, MEGHAN	Status Issued	
30611	100323 101723		IX 202	10/31/23		639.08	0.00	639.08
			*** Payment Total			639.08	0.00	639.08
Payment Number 1181647 Payment Date 11/03/23			Vendor 10959			CITY OF NAPERVILLE	Status Issued	
10959	219017		IX 101	11/01/23		11,285.00	0.00	11,285.00
			*** Payment Total			11,285.00	0.00	11,285.00
Payment Number 1181648 Payment Date 11/03/23			Vendor 10059			CITY OF WARRENVILLE	Status Issued	
10059	CD22-01#2 FNL		IX 103	11/30/23		296,349.19	0.00	296,349.19
			*** Payment Total			296,349.19	0.00	296,349.19
Payment Number 1181649 Payment Date 11/03/23			Vendor 10378			CITY OF WEST CHICAGO	Status Issued	
10378	CD21-03#2 FNL		IX 103	11/30/23		278,991.78	0.00	278,991.78
			*** Payment Total			278,991.78	0.00	278,991.78

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181650 Payment Date 11/03/23		Vendor 42952				CLEMONS, JOSHUA	Status Issued	
42952	092823		IX 105	10/30/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 1181651 Payment Date 11/03/23		Vendor 10314				COLLEGE OF DUPAGE	Status Issued	
10314	15277TM		IX 105	09/23/23		8,480.00	0.00	8,480.00
10314	15353KS		IX 105	09/23/23		5,250.00	0.00	5,250.00
10314	15469MD		IX 105	10/21/23		8,470.00	0.00	8,470.00
			*** Payment Total			22,200.00	0.00	22,200.00
Payment Number 1181652 Payment Date 11/03/23		Vendor 10023				COM ED - LIHEAP PAYMENTS	Status Issued	
10023	219018		IX 101	11/01/23		60,426.00	0.00	60,426.00
			*** Payment Total			60,426.00	0.00	60,426.00
Payment Number 1181653 Payment Date 11/03/23		Vendor 22065				COMNET GROUP INC	Status Issued	
22065	202308AM-01		IX 105	09/27/23		5,377.60	0.00	5,377.60
22065	202308AR-01		IX 105	09/02/23		4,765.00	0.00	4,765.00
22065	202308SF-02		IX 105	09/09/23		4,015.40	0.00	4,015.40
			*** Payment Total			14,158.00	0.00	14,158.00
Payment Number 1181654 Payment Date 11/03/23		Vendor 12531				CTS, INC.	Status Issued	
12531	384873		IX 105	08/23/23		3,495.00	0.00	3,495.00
12531	384921		IX 105	10/05/23		3,360.00	0.00	3,360.00
			*** Payment Total			6,855.00	0.00	6,855.00
Payment Number 1181655 Payment Date 11/03/23		Vendor 42953				DENNISON, MARK	Status Issued	
42953	MIL20231012		IX 105	10/30/23		211.30	0.00	211.30
			*** Payment Total			211.30	0.00	211.30
Payment Number 1181656 Payment Date 11/03/23		Vendor 43042				DURR, CIERA	Status Issued	
43042	MIL20230920		IX 202	10/31/23		36.75	0.00	36.75
			*** Payment Total			36.75	0.00	36.75
Payment Number 1181657 Payment Date 11/03/23		Vendor 32885				EXPERT DRIVING SCHOOL, INC	Status Issued	
32885	1507		IX 105	09/21/23		5,195.00	0.00	5,195.00
			*** Payment Total			5,195.00	0.00	5,195.00
Payment Number 1181658 Payment Date 11/03/23		Vendor 14114				CS FAMILY PHARMACY INC	Status Issued	
14114	10252023-01		IX 101	11/24/23		179.48	0.00	179.48
			*** Payment Total			179.48	0.00	179.48
Payment Number 1181659 Payment Date 11/03/23		Vendor 42078				HEALTHCARE PLUS PRIVATE CARE	Status Issued	
42078	INV7913		IX 101	10/31/23		735.00	0.00	735.00
			*** Payment Total			735.00	0.00	735.00
Payment Number 1181660 Payment Date 11/03/23		Vendor 27705				HOWARD, BERNADINE	Status Issued	
27705	OTER.ILAPSC.1018-1020		IX 104	10/29/23		463.49	0.00	463.49
			*** Payment Total			463.49	0.00	463.49

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181661 Payment Date 11/03/23		Vendor 41901		JOHNSON, ASHLEY			Status Issued	
41901	MIL20230906		IX 202	11/02/23		105.13	0.00	105.13
			*** Payment Total			105.13	0.00	105.13
Payment Number 1181662 Payment Date 11/03/23		Vendor 18849		KAGE, VIVIAN			Status Issued	
18849	MIL20231002		IX 202	11/01/23		161.72	0.00	161.72
			*** Payment Total			161.72	0.00	161.72
Payment Number 1181663 Payment Date 11/03/23		Vendor 39669		LE, JANA			Status Issued	
39669	TRV20230906		IX 202	10/31/23		115.63	0.00	115.63
			*** Payment Total			115.63	0.00	115.63
Payment Number 1181664 Payment Date 11/03/23		Vendor 42611		LERNER, BARBARA			Status Issued	
42611	MILINTERN20231003		IX 202	10/31/23		22.71	0.00	22.71
			*** Payment Total			22.71	0.00	22.71
Payment Number 1181665 Payment Date 11/03/23		Vendor 20341		MAX CARE HOME HEALTH SERVICES			Status Issued	
20341	2023-MP-1013		IX 101	11/25/23		740.00	0.00	740.00
			*** Payment Total			740.00	0.00	740.00
Payment Number 1181666 Payment Date 11/03/23		Vendor 10494		MICROTRAIN			Status Issued	
10494	92957		IX 105	10/21/23		1,310.00	0.00	1,310.00
			*** Payment Total			1,310.00	0.00	1,310.00
Payment Number 1181667 Payment Date 11/03/23		Vendor 37197		MILDUN TRAINING CENTER OF			Status Issued	
37197	80210150		IX 105	10/31/23		6,000.00	0.00	6,000.00
37197	90210132		IX 105	10/31/23		6,000.00	0.00	6,000.00
			*** Payment Total			12,000.00	0.00	12,000.00
Payment Number 1181668 Payment Date 11/03/23		Vendor 11879		MITS-MANAGEMENT & INFORMATION			Status Issued	
11879	MITSD-2023-03		IX 105	09/20/23		6,800.00	0.00	6,800.00
11879	MITSD-2023-05		IX 105	10/14/23		6,500.00	0.00	6,500.00
			*** Payment Total			13,300.00	0.00	13,300.00
Payment Number 1181669 Payment Date 11/03/23		Vendor 18665		MURPHY, PAMELA S			Status Issued	
18665	OTER.ILAPSC.OCT23.SM		IX 104	11/25/23		281.90	0.00	281.90
			*** Payment Total			281.90	0.00	281.90
Payment Number 1181670 Payment Date 11/03/23		Vendor 10913		NACCED			Status Issued	
10913	300001758		IX 103	12/01/23		3,170.00	0.00	3,170.00
			*** Payment Total			3,170.00	0.00	3,170.00
Payment Number 1181671 Payment Date 11/03/23		Vendor 31260		BESTER, JAMES			Status Issued	
31260	22-103123		IX 101	11/30/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181672 Payment Date 11/03/23		Vendor 10057		NICOR GAS			Status Issued	
10057	219019		IX 101	11/01/23		27,896.00	0.00	27,896.00

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Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181672 Payment Date 11/03/23			Vendor 10057			NICOR GAS	Status Issued	
			*** Payment Total			27,896.00	0.00	27,896.00
Payment Number 1181673 Payment Date 11/03/23			Vendor 17852			NIEWOEHNER, TRICIA	Status Issued	
17852	TRV20231003		IX 202	11/02/23		372.60	0.00	372.60
			*** Payment Total			372.60	0.00	372.60
Payment Number 1181674 Payment Date 11/03/23			Vendor 30649			NORTH SHORE COLLEGE	Status Issued	
30649	33570		IX 105	10/31/23		2,527.00	0.00	2,527.00
30649	35148		IX 105	10/31/23		2,650.00	0.00	2,650.00
			*** Payment Total			5,177.00	0.00	5,177.00
Payment Number 1181675 Payment Date 11/03/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	329442316001		IX 101	10/06/23		144.04	0.00	144.04
			*** Payment Total			144.04	0.00	144.04
Payment Number 1181676 Payment Date 11/03/23			Vendor 43053			ORTEGA, ALEXIS D.	Status Issued	
43053	MIL20230901		IX 101	11/02/23		61.31	0.00	61.31
			*** Payment Total			61.31	0.00	61.31
Payment Number 1181677 Payment Date 11/03/23			Vendor 41553			OSORIO, BRISA	Status Issued	
41553	081423		IX 105	10/31/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 1181678 Payment Date 11/03/23			Vendor 42729			OXFORD HOUSE BLOOMINGDALE	Status Issued	
42729	AGR480.RECOV.0903-0917		IX 104	10/27/23		350.00	0.00	350.00
			*** Payment Total			350.00	0.00	350.00
Payment Number 1181679 Payment Date 11/03/23			Vendor 11673			PARENTS ALLIANCE EMPLOY PROJ	Status Issued	
11673	237		IX 105	10/30/23		10,230.56	0.00	10,230.56
11673	238		IX 105	10/30/23		24,513.05	0.00	24,513.05
			*** Payment Total			34,743.61	0.00	34,743.61
Payment Number 1181680 Payment Date 11/03/23			Vendor 32407			PHYSICIANS IMMEDIATE CARE	Status Issued	
32407	54059 101323		IX 105	11/12/23		123.00	0.00	123.00
			*** Payment Total			123.00	0.00	123.00
Payment Number 1181681 Payment Date 11/03/23			Vendor 43049			PLEASANT HOME CARE SERVICES,	Status Issued	
43049	8		IX 101	11/24/23		2,880.00	0.00	2,880.00
			*** Payment Total			2,880.00	0.00	2,880.00
Payment Number 1181682 Payment Date 11/03/23			Vendor 43040			QAISER, NOUMAN	Status Issued	
43040	DHS-24-1966		IX 209	11/24/23		776.00	0.00	776.00
			*** Payment Total			776.00	0.00	776.00
Payment Number 1181683 Payment Date 11/03/23			Vendor 43040			QAISER, NOUMAN	Status Issued	
43040	DHS-24-1970		IX 209	11/24/23		2,000.00	0.00	2,000.00
			*** Payment Total			2,000.00	0.00	2,000.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181684 Payment Date 11/03/23			Vendor 10659			R H JOHNSON OIL CO	Status Issued	
10659	219020		IX 101	11/01/23		473.00	0.00	473.00
			*** Payment Total			473.00	0.00	473.00
Payment Number 1181685 Payment Date 11/03/23			Vendor 25410			RASMUSSEN COLLEGE	Status Issued	
25410	01013480-AUR 2303		IX 105	10/31/23		5,898.00	0.00	5,898.00
			*** Payment Total			5,898.00	0.00	5,898.00
Payment Number 1181686 Payment Date 11/03/23			Vendor 34439			RIGHT AT HOME WEST CENTRAL	Status Issued	
34439	33392		IX 101	11/26/23		256.00	0.00	256.00
			*** Payment Total			256.00	0.00	256.00
Payment Number 1181687 Payment Date 11/03/23			Vendor 10184			SERENITY HOUSE	Status Issued	
10184	AGR486.HWH.0708-1006		IX 208	11/09/23		2,145.00	0.00	2,145.00
			*** Payment Total			2,145.00	0.00	2,145.00
Payment Number 1181688 Payment Date 11/03/23			Vendor 43038			SMITH, MARCENIA	Status Issued	
43038	MIL20230906		IX 202	10/31/23		105.39	0.00	105.39
			*** Payment Total			105.39	0.00	105.39
Payment Number 1181689 Payment Date 11/03/23			Vendor 37716			STELLAR CAREER COLLEGE	Status Issued	
37716	0023		IX 105	10/31/23		1,368.00	0.00	1,368.00
			*** Payment Total			1,368.00	0.00	1,368.00
Payment Number 1181690 Payment Date 11/03/23			Vendor 13043			SYMBOL TRAINING INSTITUTE	Status Issued	
13043	3834		IX 105	09/23/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1181691 Payment Date 11/03/23			Vendor 40799			TURNER VET SERVICES LLC	Status Issued	
40799	1251		IX 306	11/09/23		401.00	0.00	401.00
40799	1252		IX 306	11/18/23		952.00	0.00	952.00
			*** Payment Total			1,353.00	0.00	1,353.00
Payment Number 1181692 Payment Date 11/03/23			Vendor 11201			UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 093023 CDBG		IX 103	10/30/23		11.52	0.00	11.52
			*** Payment Total			11.52	0.00	11.52
Payment Number 1181693 Payment Date 11/03/23			Vendor 13781			UNIVERSAL INDUSTRIES INC	Status Issued	
13781	092023003		IX 101	10/28/23		969.12	0.00	969.12
			*** Payment Total			969.12	0.00	969.12
Payment Number 1181694 Payment Date 11/03/23			Vendor 14429			UNIVERSAL TECHNICAL INSTITUTE	Status Issued	
14429	1364507		IX 105	10/01/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1181695 Payment Date 11/03/23			Vendor 18858			VARGAS, MARINA	Status Issued	
18858	MIL20231005		IX 101	11/04/23		55.09	0.00	55.09
			*** Payment Total			55.09	0.00	55.09

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181696 Payment Date 11/03/23			Vendor 12636			VCA ARBORETUM VIEW ANIMAL	Status Issued	
12636	5541643102		IX 306	11/18/23		204.72	0.00	204.72
			*** Payment Total			204.72	0.00	204.72
Payment Number 1181697 Payment Date 11/03/23			Vendor 31027			VIKING DRIVING SCHOOL INC	Status Issued	
31027	5913		IX 105	09/23/23		49,500.00	0.00	49,500.00
31027	5914		IX 105	09/23/23		5,500.00	0.00	5,500.00
			*** Payment Total			55,000.00	0.00	55,000.00
Payment Number 1181698 Payment Date 11/03/23			Vendor 10884			WAUBONSEE COMMUNITY COLLEGE	Status Issued	
10884	S0032839		IX 105	10/18/23		1,232.90	0.00	1,232.90
			*** Payment Total			1,232.90	0.00	1,232.90
Payment Number 1181699 Payment Date 11/03/23			Vendor 31468			WEST CHICAGO PROFESSIONAL	Status Issued	
31468	1012		IX 105	06/18/23		9,950.00	0.00	9,950.00
31468	1024		IX 105	07/09/23		4,950.00	0.00	4,950.00
31468	1025		IX 105	07/09/23		4,950.00	0.00	4,950.00
			*** Payment Total			19,850.00	0.00	19,850.00
Payment Number 1181700 Payment Date 11/03/23			Vendor 13184			WOLF DRIVING SCHOOL INC	Status Issued	
13184	131		IX 105	10/11/23		6,836.50	0.00	6,836.50
			*** Payment Total			6,836.50	0.00	6,836.50
		*** Payment Code CHK Total				932,888.96	0.00	932,888.96
			Payment Count			63		
		*** Cash Code 1414 Total				981,175.68	0.00	981,175.68
			Payment Count			72		
		*** Pay Group 5000 USD Total				981,175.68	0.00	981,175.68
			Payment Count			72		

```
AP255 Date: 11/03/23           JOB SUBMISSION PARAMETERS
      Time: 13:09


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


                    Pay Group: 6000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110323 -   110323
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

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AP255 Date 11/03/23                Pay Group  6000 CAPITAL PROJECTS PAY GROUP      USD                                  Page    1
      Time 13:09                   Bank Account Payment History

                                     Payment Date Range    11/03/23  thru  11/03/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number     530075 Payment Date 11/03/23   Vendor     40582        LAMP INCORPORATED                Status Issued
    40582 3131985                                IX  100   08/30/23                  5,141.75              0.00           5,141.75
                                                    *** Payment Total             5,141.75                0.00           5,141.75

Payment Number     530076 Payment Date 11/03/23   Vendor     11092        MARTAM CONSTRUCTION INC          Status Issued
    11092 14526                                  IX  100   10/19/23                  6,034.50              0.00           6,034.50
                                                    *** Payment Total             6,034.50                0.00           6,034.50

                                          *** Payment Code ACH Total            11,176.25                0.00          11,176.25
                                                       Payment Count                  2

                                          *** Cash Code  1414  Total            11,176.25                0.00          11,176.25
                                                       Payment Count                  2

                                       *** Pay Group 6000 USD   Total            11,176.25                0.00          11,176.25
                                                       Payment Count                  2
```

Payment of Claims

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

File #: 23-3670 **Agenda Date:** 11/14/2023 **Agenda #:** 8.H.

```
AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:14


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


                    Pay Group: 1000
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110723 -   110723
              Payment Numbers:            -
                 Payment Code:
```

Bank Account Payment History

AP255 Date 11/07/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
Time 13:15 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530077 Payment Date 11/07/23		Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	174J-G3GD-VQPM		IX 100	11/30/23		35.98	0.00	35.98
			*** Payment Total			35.98	0.00	35.98
Payment Number 530078 Payment Date 11/07/23		Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1361-TDMH-1DRF		IX 100	11/14/23		39.90	0.00	39.90
26753	1CCQ-DF3Q-7R1R		IX 100	11/26/23		26.08	0.00	26.08
26753	1DCJ-LNGR-NYHH		IX 100	11/29/23		57.55	0.00	57.55
26753	1WCT-MCY1-Q6JX		IX 100	11/29/23		163.15	0.00	163.15
26753	1XGT-NGWY-4CT4		IX 100	11/17/23		50.85	0.00	50.85
26753	1YPC-G4MH-6M6W		IX 100	12/03/23		159.64	0.00	159.64
			*** Payment Total			497.17	0.00	497.17
Payment Number 530079 Payment Date 11/07/23		Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	JP17933		IX 100	06/11/23		907.18	0.00	907.18
10667	ML94591		IX 100	11/10/23		193.99	0.00	193.99
10667	MQ68862		IX 100	11/19/23		185.50	0.00	185.50
10667	MQ71055		IX 100	11/19/23		590.08	0.00	590.08
10667	MQ73425		IX 100	11/20/23		2,427.08	0.00	2,427.08
			*** Payment Total			4,303.83	0.00	4,303.83
Payment Number 530080 Payment Date 11/07/23		Vendor 23461				DUPAGE COUNTY COMMUNITY	Status Issued	
23461	FSS-23-1965		IX 100	11/01/23		500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 530081 Payment Date 11/07/23		Vendor 10124				GRAYBAR	Status Issued	
10124	9334202478		IX 100	11/02/23		499.53	0.00	499.53
10124	9334234126		IX 100	11/04/23		1,005.41	0.00	1,005.41
10124	9334332591		IX 100	11/11/23		17.20	0.00	17.20
10124	9334346271		IX 100	11/11/23		1,691.00	0.00	1,691.00
			*** Payment Total			3,213.14	0.00	3,213.14
Payment Number 530082 Payment Date 11/07/23		Vendor 10141				PHYSICIANS RECORD CO	Status Issued	
10141	100423-CC		IX 100	11/03/23		2,436.00	0.00	2,436.00
			*** Payment Total			2,436.00	0.00	2,436.00
Payment Number 530083 Payment Date 11/07/23		Vendor 14308				PUBLIC SAFETY DIRECT INC	Status Issued	
14308	102489		IX 100	11/30/23		700.00	0.00	700.00
14308	102490		IX 100	11/30/23		400.00	0.00	400.00
			*** Payment Total			1,100.00	0.00	1,100.00
Payment Number 530084 Payment Date 11/07/23		Vendor 13041				SHAW MEDIA	Status Issued	
13041	102310071329		IX 100	11/30/23		4,391.60	0.00	4,391.60
			*** Payment Total			4,391.60	0.00	4,391.60
			*** Payment Code ACH Total			16,477.72	0.00	16,477.72
			Payment Count			8		

AP255 Date 11/07/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
Time 13:15 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181705 Payment Date 11/07/23			Vendor 19712			DPCO SHERIFF EXTRADITION ACCT	Status Issued	
19712	CK10105		IX 100	11/19/23		198.00	0.00	198.00
			*** Payment Total			198.00	0.00	198.00
Payment Number 1181706 Payment Date 11/07/23			Vendor 27507			ACCURATE BUSINESS CONTROLS INC	Status Issued	
27507	74864		IX 100	11/12/23		420.00	0.00	420.00
			*** Payment Total			420.00	0.00	420.00
Payment Number 1181707 Payment Date 11/07/23			Vendor 39700			MEYER, JEREMY D	Status Issued	
39700	48312		IX 100	11/22/23		99.80	0.00	99.80
			*** Payment Total			99.80	0.00	99.80
Payment Number 1181708 Payment Date 11/07/23			Vendor 10008			AT&T	Status Issued	
10008	2415543807 2023		IX 100	11/18/23		1,248.89	0.00	1,248.89
10008	5657482809 2023		IX 100	11/06/23		299.49	0.00	299.49
			*** Payment Total			1,548.38	0.00	1,548.38
Payment Number 1181709 Payment Date 11/07/23			Vendor 10008			AT&T	Status Issued	
10008	630Z33953710 2023		IX 100	11/15/23		195.15	0.00	195.15
10008	708Z86675910 2023		IX 100	11/15/23		1,186.83	0.00	1,186.83
			*** Payment Total			1,381.98	0.00	1,381.98
Payment Number 1181710 Payment Date 11/07/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	69860999		IX 100	11/24/23		34,860.00	0.00	34,860.00
			*** Payment Total			34,860.00	0.00	34,860.00
Payment Number 1181711 Payment Date 11/07/23			Vendor 10009			AT&T MOBILITY	Status Issued	
10009	287296427626X10272023		IX 100	11/18/23		1,390.50	0.00	1,390.50
			*** Payment Total			1,390.50	0.00	1,390.50
Payment Number 1181712 Payment Date 11/07/23			Vendor 10292			BOB BARKER COMPANY INC	Status Issued	
10292	INV1956402		IX 100	11/26/23		434.24	0.00	434.24
			*** Payment Total			434.24	0.00	434.24
Payment Number 1181713 Payment Date 11/07/23			Vendor 27908			C.A. SHORT COMPANY	Status Issued	
27908	2239852		IX 100	10/01/23		159.00	0.00	159.00
27908	2239922		IX 100	10/01/23		67.00	0.00	67.00
27908	2241461		IX 100	10/06/23		120.00	0.00	120.00
27908	2241475		IX 100	10/06/23		159.00	0.00	159.00
27908	2241911		IX 100	10/07/23		159.00	0.00	159.00
27908	2246074		IX 100	10/15/23		159.00	0.00	159.00
27908	2246977		IX 100	10/18/23		120.00	0.00	120.00
27908	2248766		IX 100	10/21/23		159.00	0.00	159.00
			*** Payment Total			1,102.00	0.00	1,102.00
Payment Number 1181714 Payment Date 11/07/23			Vendor 10216			CANON SOLUTIONS AMERICA INC	Status Issued	
10216	6005889383		IX 100	11/19/23		57.29	0.00	57.29
			*** Payment Total			57.29	0.00	57.29

AP255 Date 11/07/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3
Time 13:15 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181715 Payment Date 11/07/23		Vendor 12059		CHARM-TEX INC			Status Issued	
12059	0342506-IN		IX 100	11/30/23		62.70	0.00	62.70
			*** Payment Total			62.70	0.00	62.70
Payment Number 1181716 Payment Date 11/07/23		Vendor 10074		CITY OF WHEATON			Status Issued	
10074	0034070000 101523		IX 100	11/14/23		63.48	0.00	63.48
10074	0034080100 101523		IX 100	11/14/23		26.69	0.00	26.69
10074	0034120000 101523		IX 100	11/14/23		20.89	0.00	20.89
10074	0034150000 101523		IX 100	11/14/23		34.48	0.00	34.48
10074	37753 100323		IX 100	11/02/23		255.00	0.00	255.00
			*** Payment Total			400.54	0.00	400.54
Payment Number 1181717 Payment Date 11/07/23		Vendor 10023		COM ED			Status Issued	
10023	2720125059 101123		IX 100	11/10/23		106.85	0.00	106.85
			*** Payment Total			106.85	0.00	106.85
Payment Number 1181718 Payment Date 11/07/23		Vendor 18901		DEACY, DEBRA			Status Issued	
18901	EXP20231010		IX 100	11/09/23		1,209.71	0.00	1,209.71
			*** Payment Total			1,209.71	0.00	1,209.71
Payment Number 1181719 Payment Date 11/07/23		Vendor 41492		DELTA SONIC CAR WASH SYSTEMS,			Status Issued	
41492	INV-0010523		IX 100	12/01/23		1,247.22	0.00	1,247.22
			*** Payment Total			1,247.22	0.00	1,247.22
Payment Number 1181720 Payment Date 11/07/23		Vendor 19161		DUPAGE COUNTY HEALTH DEPT.			Status Issued	
19161	ERP-1		IX 100	07/07/23		32,295.43	0.00	32,295.43
			*** Payment Total			32,295.43	0.00	32,295.43
Payment Number 1181721 Payment Date 11/07/23		Vendor 11348		DUPAGE FEDERATION ON HUMAN			Status Issued	
11348	9371		IX 100	10/20/23		1,209.00	0.00	1,209.00
			*** Payment Total			1,209.00	0.00	1,209.00
Payment Number 1181722 Payment Date 11/07/23		Vendor 42804		FBI-LEEDA INC.			Status Issued	
42804	200095210		IX 100	11/26/23		350.00	0.00	350.00
			*** Payment Total			350.00	0.00	350.00
Payment Number 1181723 Payment Date 11/07/23		Vendor 34032		FIRST RESPONDERS WELLNESS			Status Issued	
34032	16195		IX 100	07/19/23		585.00	0.00	585.00
34032	17958		IX 100	12/02/23		585.00	0.00	585.00
34032	17993		IX 100	12/02/23		3,630.00	0.00	3,630.00
			*** Payment Total			4,800.00	0.00	4,800.00
Payment Number 1181724 Payment Date 11/07/23		Vendor 10102		G.W. BERKHEIMER CO., INC.			Status Issued	
10102	7474092		IX 100	10/22/23		1,360.40	0.00	1,360.40
10102	7482195		IX 100	11/03/23		215.12-	0.00	215.12-
			*** Payment Total			1,145.28	0.00	1,145.28
Payment Number 1181725 Payment Date 11/07/23		Vendor 10157		GRAINGER			Status Issued	
10157	9861635531		IX 100	11/04/23		81.90	0.00	81.90

AP255 Date 11/07/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4
Time 13:15 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181725 Payment Date 11/07/23		Vendor 10157		GRAINGER			Status Issued	
10157	9861902535		IX 100	11/04/23		439.83	0.00	439.83
10157	9861902543		IX 100	11/04/23		264.27	0.00	264.27
10157	9862452068		IX 100	11/05/23		180.18	0.00	180.18
10157	9866465744		IX 100	11/09/23		104.67	0.00	104.67
10157	9868146649		IX 100	11/11/23		115.11	0.00	115.11
10157	9869925009		IX 100	11/12/23		125.40	0.00	125.40
10157	9871346079		IX 100	11/15/23		260.37	0.00	260.37
10157	9871346087		IX 100	11/15/23		39.30	0.00	39.30
10157	9877170812		IX 100	11/18/23		50.95	0.00	50.95
			*** Payment Total			1,661.98	0.00	1,661.98
Payment Number 1181726 Payment Date 11/07/23		Vendor 30574		GRANICUS			Status Issued	
30574	174233		IX 100	12/03/23		29,029.21	0.00	29,029.21
			*** Payment Total			29,029.21	0.00	29,029.21
Payment Number 1181727 Payment Date 11/07/23		Vendor 22752		GREAT AMERICA NETWORKS CONF			Status Issued	
22752	56689		IX 100	12/01/23		40.20	0.00	40.20
			*** Payment Total			40.20	0.00	40.20
Payment Number 1181728 Payment Date 11/07/23		Vendor 27954		GROOT, INC			Status Issued	
27954	11309932T107		IX 100	10/31/23		65.00	0.00	65.00
			*** Payment Total			65.00	0.00	65.00
Payment Number 1181729 Payment Date 11/07/23		Vendor 10432		HILTI INC			Status Issued	
10432	4621843300		IX 100	11/02/23		398.59	0.00	398.59
			*** Payment Total			398.59	0.00	398.59
Payment Number 1181730 Payment Date 11/07/23		Vendor 10160		ILLINOIS EMERGENCY SERVICES			Status Issued	
10160	7404		IX 100	12/01/23		65.00	0.00	65.00
			*** Payment Total			65.00	0.00	65.00
Payment Number 1181731 Payment Date 11/07/23		Vendor 10809		INSIGHT PUBLIC SECTOR INC			Status Issued	
10809	1101102972		IX 100	11/12/23		107.54	0.00	107.54
			*** Payment Total			107.54	0.00	107.54
Payment Number 1181732 Payment Date 11/07/23		Vendor 10147		KAMMES AUTO & TRUCK REPAIR INC			Status Issued	
10147	142755		IX 100	11/29/23		45.00	0.00	45.00
			*** Payment Total			45.00	0.00	45.00
Payment Number 1181733 Payment Date 11/07/23		Vendor 31912		KNOWINK LLC			Status Issued	
31912	13287		IX 100	08/31/23		148,500.00	0.00	148,500.00
			*** Payment Total			148,500.00	0.00	148,500.00
Payment Number 1181734 Payment Date 11/07/23		Vendor 12101		KONE CHICAGO			Status Issued	
12101	871166411		IX 100	10/31/23		7,108.83	0.00	7,108.83
12101	871166412		IX 100	10/31/23		11,627.04	0.00	11,627.04
12101	871166413		IX 100	10/31/23		329.70	0.00	329.70
12101	871166414		IX 100	10/31/23		329.70	0.00	329.70

AP255 Date 11/07/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
Time 13:15 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181734 Payment Date 11/07/23			Vendor 12101				KONE CHICAGO	Status Issued	
12101	871166415		IX	100	10/31/23		329.70	0.00	329.70
12101	871166416		IX	100	10/31/23		989.10	0.00	989.10
12101	871166417		IX	100	10/31/23		3,832.50	0.00	3,832.50
12101	871166418		IX	100	10/31/23		329.70	0.00	329.70
12101	871166419		IX	100	10/31/23		2,307.90	0.00	2,307.90
12101	871166420		IX	100	10/31/23		329.70	0.00	329.70
			*** Payment Total				27,513.87	0.00	27,513.87
Payment Number 1181735 Payment Date 11/07/23			Vendor 29787				KUPISZEWSKI, MEGAN	Status Issued	
29787	TRV20231009		IX	100	11/06/23		700.58	0.00	700.58
			*** Payment Total				700.58	0.00	700.58
Payment Number 1181736 Payment Date 11/07/23			Vendor 10139				MCMASTER-CARR	Status Issued	
10139	15698874		IX	100	11/09/23		114.94	0.00	114.94
			*** Payment Total				114.94	0.00	114.94
Payment Number 1181737 Payment Date 11/07/23			Vendor 10851				MENARDS - NAPERVILLE	Status Issued	
10851	45771		IX	100	10/01/23		21.96	0.00	21.96
			*** Payment Total				21.96	0.00	21.96
Payment Number 1181738 Payment Date 11/07/23			Vendor 10851				MENARDS - WEST CHICAGO	Status Issued	
10851	83217		IX	100	11/02/23		516.76	0.00	516.76
			*** Payment Total				516.76	0.00	516.76
Payment Number 1181739 Payment Date 11/07/23			Vendor 10673				MIDLAND PAPER PACKAGING &	Status Issued	
10673	IN02110228		IX	100	11/24/23		31,112.00	0.00	31,112.00
			*** Payment Total				31,112.00	0.00	31,112.00
Payment Number 1181740 Payment Date 11/07/23			Vendor 11403				MIDWEST OFFICE INTERIORS INC	Status Issued	
11403	264920		IX	100	12/02/23		665.28	0.00	665.28
			*** Payment Total				665.28	0.00	665.28
Payment Number 1181741 Payment Date 11/07/23			Vendor 37860				MONTERREY SECURITY	Status Issued	
37860	110450		IX	100	11/19/23		18,997.10	0.00	18,997.10
37860	110453		IX	100	11/19/23		3,705.95	0.00	3,705.95
			*** Payment Total				22,703.05	0.00	22,703.05
Payment Number 1181742 Payment Date 11/07/23			Vendor 10185				NEUCO INC	Status Issued	
10185	7134155		IX	100	11/04/23		155.80	0.00	155.80
			*** Payment Total				155.80	0.00	155.80
Payment Number 1181743 Payment Date 11/07/23			Vendor 10057				NICOR GAS	Status Issued	
10057	18209900002	101223	IX	100	11/11/23		801.10	0.00	801.10
10057	55226900003	101223	IX	100	11/11/23		258.33	0.00	258.33
10057	55273210009	101223	IX	100	11/11/23		70.23	0.00	70.23
10057	71255010002	101223	IX	100	11/11/23		93.54	0.00	93.54
			*** Payment Total				1,223.20	0.00	1,223.20

AP255 Date 11/07/23 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 6
Time 13:15 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181744 Payment Date 11/07/23		Vendor 40401		NORTHWEST PSYCHIATRY, P.C.			Status Issued	
40401	1741538Z3292		IX 100	09/26/23		66.90	0.00	66.90
			*** Payment Total			66.90	0.00	66.90
Payment Number 1181745 Payment Date 11/07/23		Vendor 39549		ODP BUSINESS SOLUTIONS, LLC			Status Issued	
39549	333710565001		IX 100	11/23/23		219.98	0.00	219.98
39549	335039332002		IX 100	11/23/23		16.18	0.00	16.18
39549	338132382001		IX 100	11/22/23		56.53	0.00	56.53
39549	338829593001		IX 100	11/23/23		6.78	0.00	6.78
39549	338830866001		IX 100	11/22/23		16.47	0.00	16.47
39549	338830867001		IX 100	11/22/23		35.67	0.00	35.67
			*** Payment Total			351.61	0.00	351.61
Payment Number 1181746 Payment Date 11/07/23		Vendor 10749		PARTS TOWN LLC			Status Issued	
10749	2100529153		IX 100	10/29/23		83.30	0.00	83.30
			*** Payment Total			83.30	0.00	83.30
Payment Number 1181747 Payment Date 11/07/23		Vendor 11114		PET SUPPLIES PLUS			Status Issued	
11114	273632		IX 100	11/25/23		259.72	0.00	259.72
11114	273633		IX 100	11/25/23		98.96	0.00	98.96
11114	273634		IX 100	11/25/23		153.38	0.00	153.38
11114	273635		IX 100	11/25/23		307.45	0.00	307.45
			*** Payment Total			819.51	0.00	819.51
Payment Number 1181748 Payment Date 11/07/23		Vendor 10048		PITNEY BOWES INC			Status Issued	
10048	1023986460		IX 100	10/30/23		303.36	0.00	303.36
10048	1024019679		IX 100	11/04/23		174.29	0.00	174.29
			*** Payment Total			477.65	0.00	477.65
Payment Number 1181749 Payment Date 11/07/23		Vendor 11154		PORTER PIPE & SUPPLY			Status Issued	
11154	12670733-00		IX 100	11/10/23		375.60	0.00	375.60
			*** Payment Total			375.60	0.00	375.60
Payment Number 1181750 Payment Date 11/07/23		Vendor 11176		PRAGER MOVING & STORAGE CO			Status Issued	
11176	24156		IX 100	09/06/23		1,200.00	0.00	1,200.00
			*** Payment Total			1,200.00	0.00	1,200.00
Payment Number 1181751 Payment Date 11/07/23		Vendor 41351		PRIDE SOLUTIONS, LLC			Status Issued	
41351	242383		IX 100	10/29/23		1,889.22	0.00	1,889.22
			*** Payment Total			1,889.22	0.00	1,889.22
Payment Number 1181752 Payment Date 11/07/23		Vendor 27657		RADIOLOGY SUBSPECIALISTS OF NO			Status Issued	
27657	CDA00B5URSNI		IX 100	11/02/23		223.93	0.00	223.93
			*** Payment Total			223.93	0.00	223.93
Payment Number 1181753 Payment Date 11/07/23		Vendor 11145		RAY O'HERRON CO INC			Status Issued	
11145	2303723		IX 100	11/26/23		140.22	0.00	140.22
11145	2303724		IX 100	11/26/23		134.63	0.00	134.63
11145	2303726		IX 100	11/26/23		38.25	0.00	38.25

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Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181753 Payment Date 11/07/23			Vendor 11145			RAY O'HERRON CO INC	Status Issued	
11145	3177043		IX 100	12/01/23		17,990.00	0.00	17,990.00
			*** Payment Total			18,303.10	0.00	18,303.10
Payment Number 1181754 Payment Date 11/07/23			Vendor 11715			ROGER C MARQUARDT & CO INC	Status Issued	
11715	4914		IX 100	12/01/23		7,500.00	0.00	7,500.00
			*** Payment Total			7,500.00	0.00	7,500.00
Payment Number 1181755 Payment Date 11/07/23			Vendor 13602			RR DONNELLEY	Status Issued	
13602	313302709		IX 100	10/26/23		1,339.26	0.00	1,339.26
			*** Payment Total			1,339.26	0.00	1,339.26
Payment Number 1181756 Payment Date 11/07/23			Vendor 12422			RUSSO POWER EQUIPMENT	Status Issued	
12422	SPI20411762		IX 100	11/11/23		221.40	0.00	221.40
			*** Payment Total			221.40	0.00	221.40
Payment Number 1181757 Payment Date 11/07/23			Vendor 42330			SEPIRE, LLC	Status Issued	
42330	J-050315		IX 100	08/30/23		3,457.19	0.00	3,457.19
			*** Payment Total			3,457.19	0.00	3,457.19
Payment Number 1181758 Payment Date 11/07/23			Vendor 14153			SERVICE EXPRESS LLC	Status Issued	
14153	407687		IX 100	11/30/23		4,548.45	0.00	4,548.45
			*** Payment Total			4,548.45	0.00	4,548.45
Payment Number 1181759 Payment Date 11/07/23			Vendor 10376			SIGMA-ALDRICH INC.	Status Issued	
10376	561291538		IX 100	11/22/23		1,275.15	0.00	1,275.15
			*** Payment Total			1,275.15	0.00	1,275.15
Payment Number 1181760 Payment Date 11/07/23			Vendor 40928			STREICHER'S, INC.	Status Issued	
40928	I1662057		IX 100	11/25/23		291.00	0.00	291.00
40928	I1662058		IX 100	11/25/23		291.00	0.00	291.00
40928	I1662060		IX 100	11/25/23		291.00	0.00	291.00
40928	I1662061		IX 100	11/25/23		291.00	0.00	291.00
40928	I1662062		IX 100	11/25/23		291.00	0.00	291.00
40928	I1662063		IX 100	11/25/23		291.00	0.00	291.00
40928	I1662065		IX 100	11/25/23		291.00	0.00	291.00
			*** Payment Total			2,037.00	0.00	2,037.00
Payment Number 1181761 Payment Date 11/07/23			Vendor 29851			TECHNOLOGY MANAGEMENT REV FUND	Status Issued	
29851	T2407530		IX 100	11/15/23		761.05	0.00	761.05
29851	T2407579		IX 100	11/15/23		761.05	0.00	761.05
			*** Payment Total			1,522.10	0.00	1,522.10
Payment Number 1181762 Payment Date 11/07/23			Vendor 12123			TELCOM INNOVATIONS GROUP LLC	Status Issued	
12123	A60328		IX 100	11/23/23		398.75	0.00	398.75
			*** Payment Total			398.75	0.00	398.75
Payment Number 1181763 Payment Date 11/07/23			Vendor 10711			TRANS UNION LLC	Status Issued	
10711	10300209		IX 100	11/24/23		692.78	0.00	692.78

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Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181763 Payment Date 11/07/23			Vendor 10711			TRANS UNION LLC	Status Issued	
			*** Payment Total			692.78	0.00	692.78
Payment Number 1181764 Payment Date 11/07/23			Vendor 13861			TRANSUNION RISK AND	Status Issued	
13861	179557-202310-1		IX 100	12/01/23		730.20	0.00	730.20
13861	6464310-202308-1		IX 100	10/01/23		61.94	0.00	61.94
13861	6464310-202309-1		IX 100	10/31/23		127.00	0.00	127.00
13861	6464310-202310-1		IX 100	12/01/23		123.00	0.00	123.00
			*** Payment Total			1,042.14	0.00	1,042.14
Payment Number 1181765 Payment Date 11/07/23			Vendor 36252			VELIZ, ROSIE I	Status Issued	
36252	8		IX 100	09/29/23		600.00	0.00	600.00
			*** Payment Total			600.00	0.00	600.00
Payment Number 1181766 Payment Date 11/07/23			Vendor 10597			VERIZON	Status Issued	
10597	9947808726		IX 100	11/24/23		4,514.78	0.00	4,514.78
			*** Payment Total			4,514.78	0.00	4,514.78
Payment Number 1181767 Payment Date 11/07/23			Vendor 10068			WAREHOUSE DIRECT INC	Status Issued	
10068	IN508223		IX 100	11/11/23		613.00	0.00	613.00
10068	IN508224		IX 100	11/11/23		613.00	0.00	613.00
			*** Payment Total			1,226.00	0.00	1,226.00
Payment Number 1181768 Payment Date 11/07/23			Vendor 41506			WETT CAR WASH, LLC	Status Issued	
41506	233		IX 100	12/01/23		639.60	0.00	639.60
			*** Payment Total			639.60	0.00	639.60
Payment Number 1181769 Payment Date 11/07/23			Vendor 11985			WHEATON LAUNDRY & CLEANERS	Status Issued	
11985	6155		IX 100	11/04/23		54.00	0.00	54.00
11985	6166		IX 100	11/11/23		27.00	0.00	27.00
11985	6177		IX 100	11/18/23		74.25	0.00	74.25
11985	6189		IX 100	11/25/23		47.25	0.00	47.25
			*** Payment Total			202.50	0.00	202.50
Payment Number 1181770 Payment Date 11/07/23			Vendor 12471			WINFIELD LABORATORY	Status Issued	
12471	WLCP000000626769E		IX 100	10/12/23		24.38	0.00	24.38
12471	WLCP000000627045E		IX 100	10/12/23		22.29	0.00	22.29
12471	WLCP000000627045EA		IX 100	10/12/23		27.17	0.00	27.17
12471	WLCP000000627045EB		IX 100	10/12/23		291.78	0.00	291.78
12471	WLCP000000627049E		IX 100	10/12/23		22.36	0.00	22.36
12471	WLCP000000629811E		IX 100	10/16/23		269.12	0.00	269.12
12471	WLCP000000634962E		IX 100	10/27/23		22.91	0.00	22.91
12471	WLCP000000637851E		IX 100	10/30/23		16.26	0.00	16.26
			*** Payment Total			696.27	0.00	696.27
			*** Payment Code CHK Total			404,663.07	0.00	404,663.07
			Payment Count			66		

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AP255 Date 11/07/23                Pay Group  1000 GENERAL FUND PAY GROUP          USD                                   Page    9
      Time 13:15                   Bank Account Payment History

                                     Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                        Payment Currency  USD
                                         *** Cash Code  1414  Total           421,140.79                0.00          421,140.79
                                                      Payment Count                74

                                     *** Pay Group 1000 USD   Total           421,140.79                0.00          421,140.79
                                                      Payment Count                74
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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:15


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



                 Pay Group: 1100
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110723 -   110723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 11/07/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 13:16 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530085 Payment Date 11/07/23			Vendor 19717			DPCO STATE'S ATTY INVEST ACCT	Status Issued	
19717	CK6435		IX 170	12/01/23		150.00	0.00	150.00
19717	CK6438		IX 170	11/03/23		42.00	0.00	42.00
19717	CK6439		IX 170	11/03/23		60.00	0.00	60.00
19717	CK6440		IX 170	11/03/23		95.25	0.00	95.25
			*** Payment Total			347.25	0.00	347.25
Payment Number 530086 Payment Date 11/07/23			Vendor 11092			MARTAM CONSTRUCTION INC	Status Issued	
11092	14526		IX 105	10/19/23		111,127.50	0.00	111,127.50
			*** Payment Total			111,127.50	0.00	111,127.50
		*** Payment Code ACH Total				111,474.75	0.00	111,474.75
			Payment Count			2		

AP255 Date 11/07/23 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
Time 13:16 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181771 Payment Date 11/07/23			Vendor 27641				CAC VETERINARY ACQUISITION LLC	Status Issued	
27641	58325		IX	120	09/28/23		300.00	0.00	300.00
27641	58326		IX	120	09/28/23		300.00	0.00	300.00
27641	58626		IX	120	10/05/23		300.00	0.00	300.00
27641	58957		IX	120	10/12/23		250.00	0.00	250.00
27641	58958		IX	120	10/12/23		300.00	0.00	300.00
27641	59071		IX	120	10/14/23		400.00	0.00	400.00
27641	59086		IX	120	10/14/23		250.00	0.00	250.00
			*** Payment Total				2,100.00	0.00	2,100.00
Payment Number 1181772 Payment Date 11/07/23			Vendor 10074				CITY OF WHEATON	Status Issued	
10074	0034070100 101523		IX	120	11/14/23		299.45	0.00	299.45
			*** Payment Total				299.45	0.00	299.45
Payment Number 1181773 Payment Date 11/07/23			Vendor 19161				DUPAGE COUNTY HEALTH	Status Issued	
19161	096_COVID-FY2023		IX	105	11/23/23		93,250.63	0.00	93,250.63
			*** Payment Total				93,250.63	0.00	93,250.63
Payment Number 1181774 Payment Date 11/07/23			Vendor 11196				FEDEX	Status Issued	
11196	8-260-67399		IX	120	10/20/23		86.52	0.00	86.52
11196	8-275-48426		IX	120	11/03/23		35.76	0.00	35.76
11196	8-282-43525		IX	120	11/10/23		125.72	0.00	125.72
			*** Payment Total				248.00	0.00	248.00
Payment Number 1181775 Payment Date 11/07/23			Vendor 43051				GLENDALE HEIGHTS FOUNDATION	Status Issued	
43051	SAGP37		IX	105	10/26/23		15,000.00	0.00	15,000.00
			*** Payment Total				15,000.00	0.00	15,000.00
Payment Number 1181776 Payment Date 11/07/23			Vendor 42268				GND CONSTRUCTION	Status Issued	
42268	RES-RRR-23-001967		IX	170	11/02/23		100.00	0.00	100.00
42268	RES-RRR-23-002592		IX	170	11/02/23		100.00	0.00	100.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1181777 Payment Date 11/07/23			Vendor 26978				GOVOS, INC.	Status Issued	
26978	INV-3409		IX	130	11/24/23		1,416.37	0.00	1,416.37
			*** Payment Total				1,416.37	0.00	1,416.37
Payment Number 1181778 Payment Date 11/07/23			Vendor 42991				KALETA, REBECCA	Status Issued	
42991	RES-ACC-23-002527		IX	170	11/02/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181779 Payment Date 11/07/23			Vendor 42992				KAWALEK, JACK	Status Issued	
42992	RES-ACC-23-002220		IX	170	11/02/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1181780 Payment Date 11/07/23			Vendor 42993				KLOBERDANZ, GREGG	Status Issued	
42993	RES-ACC-23-001949		IX	170	11/03/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00

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Time 13:16 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181781 Payment Date 11/07/23		Vendor 42994		KOWALCZYK, LUKASZ			Status Issued	
42994	RES-ACC-23-002850		IX 170	11/03/23		100.00	0.00	100.00
42994	RES-ADD-23-000907B		IX 170	11/02/23		400.00	0.00	400.00
42994	RES-ADD-23-000907D		IX 170	11/02/23		250.00	0.00	250.00
			*** Payment Total			750.00	0.00	750.00
Payment Number 1181782 Payment Date 11/07/23		Vendor 42995		KRAL, CHARLES			Status Issued	
42995	RES-ACC-23-002186		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181783 Payment Date 11/07/23		Vendor 42996		KRISKA, NATHAN			Status Issued	
42996	RES-ADD-22-001528		IX 170	11/03/23		400.00	0.00	400.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181784 Payment Date 11/07/23		Vendor 42997		LESNIAK, KATHERINE			Status Issued	
42997	RES-ACC-23-002134		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181785 Payment Date 11/07/23		Vendor 10375		LOMBARD VETERINARY HOSPITAL			Status Issued	
10375	944812		IX 120	09/16/23		300.00	0.00	300.00
10375	945372		IX 120	09/16/23		300.00	0.00	300.00
10375	949325		IX 120	10/11/23		400.00	0.00	400.00
			*** Payment Total			1,000.00	0.00	1,000.00
Payment Number 1181786 Payment Date 11/07/23		Vendor 42998		MANSOUR, SAMIR			Status Issued	
42998	RES-ACC-23-002501		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181787 Payment Date 11/07/23		Vendor 42999		MASSE, NICHOLAS			Status Issued	
42999	RES-ACC-22-003689		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181788 Payment Date 11/07/23		Vendor 43000		MATUSIAK, JANET			Status Issued	
43000	RES-ACC-23-000796		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181789 Payment Date 11/07/23		Vendor 43001		MAXWELL, ANGELA			Status Issued	
43001	RES-ADD-22-000095		IX 170	11/03/23		400.00	0.00	400.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 1181790 Payment Date 11/07/23		Vendor 43002		MCNALLY, KATHY			Status Issued	
43002	RES-ACC-23-001880		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181791 Payment Date 11/07/23		Vendor 43003		MENDOZA, OSCAR			Status Issued	
43003	RES-ACC-23-001932		IX 170	11/03/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181792 Payment Date 11/07/23		Vendor 43004		MERLO, JAIME			Status Issued	

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AP255 Date 11/07/23                Pay Group  1100 GENERAL GOVERNMENT PAY GROUP    USD                                    Page    4
      Time 13:16                   Bank Account Payment History

                                     Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181792 Payment Date 11/07/23   Vendor     43004        MERLO, JAIME                      Status Issued
    43004 RES-RRR-23-002113                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181793 Payment Date 11/07/23   Vendor     43005        MK CONSTRUCTION GROUP             Status Issued
    43005 RES-RRR-23-002392                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181794 Payment Date 11/07/23   Vendor     43006        MOLINA, CARLOS ALBERTO            Status Issued
    43006 RES-ACC-23-000815                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181795 Payment Date 11/07/23   Vendor     43007        MOOBERRY, JOANNA                  Status Issued
    43007 RES-ACC-23-002347                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181796 Payment Date 11/07/23   Vendor     43009        NORDENTOFT, JIM                   Status Issued
    43009 RES-ACC-23-001930                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181797 Payment Date 11/07/23   Vendor     43010        PROLITE ELECTRIC SERVICES, INC    Status Issued
    43010 RES-ELC-23-002688                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181798 Payment Date 11/07/23   Vendor     43011        RAYNOR, TRACY L                   Status Issued
    43011 RES-ACC-23-001210                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181799 Payment Date 11/07/23   Vendor     43012        REITCI, CHRISTOPHER               Status Issued
    43012 RES-ACC-23-002308                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181800 Payment Date 11/07/23   Vendor     15356        RENEWAL BY ANDERSEN               Status Issued
    15356 RES-RRR-23-002766                      IX  170   11/30/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181801 Payment Date 11/07/23   Vendor     43013        RERICKA, MARY                     Status Issued
    43013 RES-ACC-23-002108                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181802 Payment Date 11/07/23   Vendor     43014        RICE, SCOTT                       Status Issued
    43014 RES-ACC-23-001725                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181803 Payment Date 11/07/23   Vendor     43015        SAULIS, GENE                      Status Issued
    43015 RES-ACC-23-002607                      IX  170   11/03/23                   100.00              0.00             100.00
                                                    *** Payment Total              100.00              0.00             100.00

Payment Number    1181804 Payment Date 11/07/23   Vendor     43016        SCHLICHTING, MARILYN              Status Issued
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AP255 Date 11/07/23                Pay Group  1100 GENERAL GOVERNMENT PAY GROUP    USD                                    Page    5
      Time 13:16                   Bank Account Payment History

                                     Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181804 Payment Date 11/07/23   Vendor     43016        SCHLICHTING, MARILYN             Status Issued
    43016 RES-ACC-23-002124                      IX  170   11/03/23                    100.00              0.00             100.00
                                                    *** Payment Total               100.00              0.00             100.00

Payment Number    1181805 Payment Date 11/07/23   Vendor     43017        SCHUESSLER, NATHAN               Status Issued
    43017 RES-ACC-23-000962                      IX  170   11/03/23                    100.00              0.00             100.00
                                                    *** Payment Total               100.00              0.00             100.00

Payment Number    1181806 Payment Date 11/07/23   Vendor     43018        SCIANNA, JONATHAN                Status Issued
    43018 RES-ACC-22-003789                      IX  170   11/03/23                    100.00              0.00             100.00
                                                    *** Payment Total               100.00              0.00             100.00

Payment Number    1181807 Payment Date 11/07/23   Vendor     43019        SITTIG, WILLIAM EDWIN            Status Issued
    43019 RES-ACC-23-000567                      IX  170   11/03/23                    100.00              0.00             100.00
                                                    *** Payment Total               100.00              0.00             100.00

Payment Number    1181808 Payment Date 11/07/23   Vendor     42810        TERI WOOD                        Status Issued
    42810 SAGP35                                 IX  105   10/26/23                 15,000.00              0.00          15,000.00
                                                    *** Payment Total            15,000.00              0.00          15,000.00

Payment Number    1181809 Payment Date 11/07/23   Vendor     11772        ULINE                            Status Issued
    11772 169613714                              IX  120   11/11/23                     99.91              0.00              99.91
                                                    *** Payment Total                99.91              0.00              99.91

                                          *** Payment Code CHK Total          132,764.36              0.00         132,764.36
                                                      Payment Count                  39

                                          *** Cash Code  1414  Total          244,239.11              0.00         244,239.11
                                                      Payment Count                  41

                                       *** Pay Group 1100 USD   Total          244,239.11              0.00         244,239.11
                                                      Payment Count                  41
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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:16


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


                    Pay Group: 1200
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110723 -   110723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 11/07/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 13:16 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530087 Payment Date 11/07/23		Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1X19-QW7Q-4J6N		IX 100	10/25/23		39.99	0.00	39.99
			*** Payment Total			39.99	0.00	39.99
Payment Number 530088 Payment Date 11/07/23		Vendor 12992		JDF SERVICES INC			Status Issued	
12992	IVC00000008020688		IX 100	11/14/23		6,810.00	0.00	6,810.00
12992	IVC00000008036442		IX 100	11/21/23		7,545.00	0.00	7,545.00
12992	IVC00000008052383		IX 100	11/28/23		5,500.00	0.00	5,500.00
			*** Payment Total			19,855.00	0.00	19,855.00
Payment Number 530089 Payment Date 11/07/23		Vendor 10159		SOUND INCORPORATED			Status Issued	
10159	D1366035		IX 100	12/01/23		1,400.00	0.00	1,400.00
			*** Payment Total			1,400.00	0.00	1,400.00
			*** Payment Code ACH Total			21,294.99	0.00	21,294.99
			Payment Count			3		

AP255 Date 11/07/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2
Time 13:16 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181810 Payment Date 11/07/23			Vendor 10019			CENTRAL DUPAGE HOSPITAL	Status Issued	
10019	5514478102		IX 100	04/30/23		202.14	0.00	202.14
			*** Payment Total			202.14	0.00	202.14
Payment Number 1181811 Payment Date 11/07/23			Vendor 41373			EQUIPMENT INTERNATIONAL LTD.	Status Issued	
41373	0012140-IN		IX 100	11/10/23		225.00	0.00	225.00
			*** Payment Total			225.00	0.00	225.00
Payment Number 1181812 Payment Date 11/07/23			Vendor 18322			GARCIA, RITCHELLE P	Status Issued	
18322	EXP20231020		IX 100	11/19/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181813 Payment Date 11/07/23			Vendor 18468			HALDER, JOHN T	Status Issued	
18468	EXP20231023		IX 100	11/22/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181814 Payment Date 11/07/23			Vendor 43069			IREMEDIO, LIEZEL	Status Issued	
43069	EXP20231006		IX 100	11/06/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181815 Payment Date 11/07/23			Vendor 27216			JOERNS HEALTHCARE LLC	Status Issued	
27216	97460049		IX 100	09/30/23		1,495.44	0.00	1,495.44
27216	97460050		IX 100	09/30/23		1,495.44	0.00	1,495.44
27216	97473540		IX 100	10/30/23		337.68	0.00	337.68
27216	97473540A		IX 100	10/30/23		1,109.52	0.00	1,109.52
27216	97473541		IX 100	10/30/23		337.68	0.00	337.68
27216	97473541A		IX 100	10/30/23		1,109.52	0.00	1,109.52
			*** Payment Total			5,885.28	0.00	5,885.28
Payment Number 1181816 Payment Date 11/07/23			Vendor 27216			JOERNS HEALTHCARE, LLC	Status Issued	
27216	91814181		IX 100	11/12/23		3,825.71	0.00	3,825.71
			*** Payment Total			3,825.71	0.00	3,825.71
Payment Number 1181817 Payment Date 11/07/23			Vendor 20685			LAKESHORE DAIRY INC	Status Issued	
20685	00849112A		IX 100	11/19/23		52.20	0.00	52.20
			*** Payment Total			52.20	0.00	52.20
Payment Number 1181818 Payment Date 11/07/23			Vendor 38420			LIFESCAN LABORATORIES OF	Status Issued	
38420	DUPCO06 093023		IX 100	10/30/23		2,966.57	0.00	2,966.57
			*** Payment Total			2,966.57	0.00	2,966.57
Payment Number 1181819 Payment Date 11/07/23			Vendor 13962			MAXIM HEALTHCARE STAFFING	Status Issued	
13962	E11071240283		IX 100	11/18/23		3,412.50	0.00	3,412.50
13962	E11140970283		IX 100	11/25/23		3,748.50	0.00	3,748.50
			*** Payment Total			7,161.00	0.00	7,161.00
Payment Number 1181820 Payment Date 11/07/23			Vendor 40979			MBS IMAGING, LLC	Status Issued	
40979	DCCW1009		IX 100	09/30/23		565.00	0.00	565.00
40979	DCCW1010		IX 100	10/30/23		295.00	0.00	295.00

AP255 Date 11/07/23 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 13:16 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181820 Payment Date 11/07/23			Vendor 40979			MBS IMAGING, LLC	Status Issued	
			*** Payment Total			860.00	0.00	860.00
Payment Number 1181821 Payment Date 11/07/23			Vendor 30801			MCKESSON MEDICAL - SURGICAL	Status Issued	
30801	21203366		IX 100	11/09/23		55.40	0.00	55.40
30801	21204187		IX 100	11/09/23		1,709.46	0.00	1,709.46
30801	21216061		IX 100	11/11/23		680.74	0.00	680.74
30801	21233952		IX 100	11/16/23		58.41	0.00	58.41
30801	21234003		IX 100	11/16/23		2,228.26	0.00	2,228.26
30801	21250790		IX 100	11/19/23		15.24	0.00	15.24
30801	21250795		IX 100	11/19/23		252.13	0.00	252.13
			*** Payment Total			4,999.64	0.00	4,999.64
Payment Number 1181822 Payment Date 11/07/23			Vendor 10299			MEDLINE INDUSTRIES INC	Status Issued	
10299	2289669373		IX 100	11/15/23		355.56	0.00	355.56
			*** Payment Total			355.56	0.00	355.56
Payment Number 1181823 Payment Date 11/07/23			Vendor 42821			NOLAN, CRISTINA P.	Status Issued	
42821	EXP20231004		IX 100	11/02/23		309.99	0.00	309.99
			*** Payment Total			309.99	0.00	309.99
Payment Number 1181824 Payment Date 11/07/23			Vendor 19217			NORTHWESTERN MEDICINE REGIONAL	Status Issued	
19217	110123		IX 100	12/01/23		3,000.00	0.00	3,000.00
			*** Payment Total			3,000.00	0.00	3,000.00
Payment Number 1181825 Payment Date 11/07/23			Vendor 37419			NOVASTAFF HEALTHCARE SERVICES	Status Issued	
37419	NS63896		IX 100	11/11/23		11,318.25	0.00	11,318.25
37419	NS63912		IX 100	11/18/23		11,672.75	0.00	11,672.75
37419	NS63930		IX 100	11/25/23		9,208.50	0.00	9,208.50
			*** Payment Total			32,199.50	0.00	32,199.50
Payment Number 1181826 Payment Date 11/07/23			Vendor 18465			PATEL, SMITABEN	Status Issued	
18465	EXP20231031		IX 100	11/30/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181827 Payment Date 11/07/23			Vendor 11409			PROFESSIONAL MEDICAL INC	Status Issued	
11409	2342591		IX 100	11/12/23		1.50	0.00	1.50
11409	2345239		IX 100	11/19/23		603.50	0.00	603.50
11409	2348601		IX 100	11/30/23		834.40	0.00	834.40
			*** Payment Total			1,439.40	0.00	1,439.40
Payment Number 1181828 Payment Date 11/07/23			Vendor 40984			PUTHENPURAKAL, ROSAMMA	Status Issued	
40984	EXP20231103		IX 100	11/06/23		50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number 1181829 Payment Date 11/07/23			Vendor 10555			SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624809958		IX 100	11/15/23		3,562.64	0.00	3,562.64
			*** Payment Total			3,562.64	0.00	3,562.64

Bank Account Payment History

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AP255 Date 11/07/23                Pay Group  1200 HEALTH AND WELFARE PAY GROUP    USD                                Page    4
      Time 13:16                   Bank Account Payment History

                                     Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                         Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181830 Payment Date 11/07/23   Vendor     14000        THE FITNESS CONNECTION           Status Issued
    14000 54808                                  IX  100   11/16/23                     325.00              0.00             325.00
                                                    *** Payment Total               325.00                0.00             325.00

Payment Number    1181831 Payment Date 11/07/23   Vendor     20887        UROPARTNERS LLC                  Status Issued
    20887 81387119                               IX  100   07/14/23                      11.46              0.00              11.46
                                                    *** Payment Total                11.46                0.00              11.46

Payment Number    1181832 Payment Date 11/07/23   Vendor     36338        VALDES, LLC                      Status Issued
    36338 77042                                  IX  100   11/12/23                     532.35              0.00             532.35
                                                    *** Payment Total               532.35                0.00             532.35

                                         *** Payment Code CHK Total            68,163.44                0.00          68,163.44
                                                      Payment Count                 23

                                         *** Cash Code  1414  Total            89,458.43                0.00          89,458.43
                                                      Payment Count                 26

                                       *** Pay Group 1200 USD   Total         89,458.43                0.00          89,458.43
                                                      Payment Count                 26
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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:16


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


                    Pay Group: 1300
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110723 -   110723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

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AP255 Date 11/07/23                 Pay Group  1300 PUBLIC SAFETY PAY GROUP        USD                                  Page    1
      Time 13:16                    Bank Account Payment History

                                      Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK

  Vendor      Invoice                Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
--------- -------------------------- ---------- --- ----- -------- -------- ------------------ ------------------ ------------------

Payment Number    1181833 Payment Date 11/07/23   Vendor     13649        NATIONAL ENGRAVERS INC           Status Issued
    13649 103823                                IX  103   10/14/23                     25.00              0.00              25.00
                                                   *** Payment Total                 25.00              0.00              25.00

                                          *** Payment Code CHK Total                 25.00              0.00              25.00
                                                      Payment Count                   1

                                          *** Cash Code  1414  Total                 25.00              0.00              25.00
                                                      Payment Count                   1

                                       *** Pay Group 1300 USD   Total                 25.00              0.00              25.00
                                                      Payment Count                   1
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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:16


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



                 Pay Group: 1400
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110723 -   110723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

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AP255 Date 11/07/23                Pay Group  1400 JUDICIAL PAY GROUP             USD                                   Page    1
      Time 13:16                   Bank Account Payment History

                                     Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  ACH


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number     530090 Payment Date 11/07/23   Vendor     11402        CHILD FRIENDLY COURTS            Status Issued
    11402 134                                    IX  106   11/25/23                 17,327.52              0.00          17,327.52
                                                    *** Payment Total            17,327.52              0.00          17,327.52

Payment Number     530091 Payment Date 11/07/23   Vendor     10932        CONSCISYS CORPORATION            Status Issued
    10932 233041                                 IX  101   12/01/23                 91,667.00              0.00          91,667.00
                                                    *** Payment Total            91,667.00              0.00          91,667.00

Payment Number     530092 Payment Date 11/07/23   Vendor     12232        LOGICALIS                        Status Issued
    12232 S153671                                IX  101   11/29/23                  5,415.73              0.00           5,415.73
                                                    *** Payment Total             5,415.73              0.00           5,415.73

                                          *** Payment Code ACH Total           114,410.25              0.00         114,410.25
                                                      Payment Count                    3
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Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181834 Payment Date 11/07/23		Vendor 34675		LEVEL 3 COMMUNICATIONS, LLC			Status Issued	
34675	664141207		IX 102	12/01/23		2,974.53	0.00	2,974.53
34675	664165451		IX 102	12/01/23		2,808.98	0.00	2,808.98
			*** Payment Total			5,783.51	0.00	5,783.51
		*** Payment Code CHK Total				5,783.51	0.00	5,783.51
		Payment Count				1		
		*** Cash Code 1414 Total				120,193.76	0.00	120,193.76
		Payment Count				4		
		*** Pay Group 1400 USD Total				120,193.76	0.00	120,193.76
		Payment Count				4		

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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:16


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


                    Pay Group: 1500
                    Cash Code: 1414        Class C Accounts Payable

                 Payment Date: 110723 -   110723
              Payment Numbers:            -
                 Payment Code:
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Bank Account Payment History

AP255 Date 11/07/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530093 Payment Date 11/07/23			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1GYL-1KYM-17W6		IX	100	11/19/23		39.88	0.00	39.88
26753	1JTM-LDPQ-MY9C		IX	100	11/07/23		80.94	0.00	80.94
26753	1LXK-36MQ-NQQK		IX	100	11/07/23		529.00	0.00	529.00
26753	1MJH-DLKH-4TR1		IX	100	11/20/23		99.22	0.00	99.22
26753	1PVX-MM99-9DC4		IX	100	11/20/23		35.82	0.00	35.82
26753	1VW9-FTMJ-7CN7		IX	100	11/14/23		79.98	0.00	79.98
26753	1YD7-N1JT-MJ7D		IX	100	11/10/23		89.99	0.00	89.99
			*** Payment Total				954.83	0.00	954.83
Payment Number 530094 Payment Date 11/07/23			Vendor 32242				LEECH TISHMAN FUSCALDO &	Status Issued	
32242	302261		IX	100	09/14/23		420.00	0.00	420.00
			*** Payment Total				420.00	0.00	420.00
Payment Number 530095 Payment Date 11/07/23			Vendor 10802				V3 COMPANIES, LTD	Status Issued	
10802	31-823012		IX	101	10/08/23		55,181.05	0.00	55,181.05
			*** Payment Total				55,181.05	0.00	55,181.05
Payment Number 530096 Payment Date 11/07/23			Vendor 28799				WHEATLAND TITLE COMPANY	Status Issued	
28799	680106		IX	100	11/12/23		475.00	0.00	475.00
28799	680172		IX	100	11/17/23		84.00	0.00	84.00
28799	680233		IX	100	11/18/23		475.00	0.00	475.00
28799	680234		IX	100	11/18/23		475.00	0.00	475.00
28799	680331		IX	100	11/22/23		475.00	0.00	475.00
28799	680357		IX	100	11/23/23		475.00	0.00	475.00
			*** Payment Total				2,459.00	0.00	2,459.00
		*** Payment Code ACH Total					59,014.88	0.00	59,014.88
			Payment Count				4		

AP255 Date 11/07/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181835 Payment Date 11/07/23		Vendor 40962			A M AUTO GLASS AND TINTED		Status Issued	
40962	26082		IX 100	10/26/23		450.00	0.00	450.00
40962	26083		IX 100	10/26/23		450.00	0.00	450.00
40962	26243		IX 100	11/08/23		675.00	0.00	675.00
40962	26297		IX 100	11/15/23		225.00	0.00	225.00
			*** Payment Total			1,800.00	0.00	1,800.00
Payment Number 1181836 Payment Date 11/07/23		Vendor 41480			AL WARREN OIL CO INC		Status Issued	
41480	W1595878		IX 100	10/28/23		24,793.49	0.00	24,793.49
41480	W1598023		IX 100	11/05/23		21,330.00	0.00	21,330.00
			*** Payment Total			46,123.49	0.00	46,123.49
Payment Number 1181837 Payment Date 11/07/23		Vendor 12573			ALEXANDER EQUIPMENT		Status Issued	
12573	202247		IX 100	11/12/23		179.70	0.00	179.70
			*** Payment Total			179.70	0.00	179.70
Payment Number 1181838 Payment Date 11/07/23		Vendor 30492			ALTORFER INDUSTRIES INC		Status Issued	
30492	S9217701		IX 100	11/22/23		226,125.00	0.00	226,125.00
			*** Payment Total			226,125.00	0.00	226,125.00
Payment Number 1181839 Payment Date 11/07/23		Vendor 10009			AT&T MOBILITY		Status Issued	
10009	287260846355X10152023		IX 100	11/06/23		129.69	0.00	129.69
10009	287301188892X09082023		IX 100	09/30/23		5,789.93	0.00	5,789.93
			*** Payment Total			5,919.62	0.00	5,919.62
Payment Number 1181840 Payment Date 11/07/23		Vendor 11005			BRACING SYSTEMS INC		Status Issued	
11005	434947-1		IX 100	11/05/23		178.20	0.00	178.20
			*** Payment Total			178.20	0.00	178.20
Payment Number 1181841 Payment Date 11/07/23		Vendor 11290			AMERICAN POWER EQUIPMENT		Status Issued	
11290	504225		IX 100	11/08/23		2,718.00	0.00	2,718.00
			*** Payment Total			2,718.00	0.00	2,718.00
Payment Number 1181842 Payment Date 11/07/23		Vendor 11863			CINTAS CORPORATION		Status Issued	
11863	5176848393		IX 100	10/25/23		361.21	0.00	361.21
11863	5177067923		IX 100	10/26/23		130.81	0.00	130.81
			*** Payment Total			492.02	0.00	492.02
Payment Number 1181843 Payment Date 11/07/23		Vendor 10959			CITY OF NAPERVILLE		Status Issued	
10959	232329-139916 100423		IX 100	10/29/23		79.01	0.00	79.01
10959	232329-139918 100423		IX 100	10/29/23		82.72	0.00	82.72
			*** Payment Total			161.73	0.00	161.73
Payment Number 1181844 Payment Date 11/07/23		Vendor 11041			CONSERV FS INC		Status Issued	
11041	6427247		IX 100	11/05/23		315.00	0.00	315.00
			*** Payment Total			315.00	0.00	315.00
Payment Number 1181845 Payment Date 11/07/23		Vendor 11486			DELUXE TOWING INC		Status Issued	
11486	95571		IX 100	10/12/23		123.00	0.00	123.00

AP255 Date 11/07/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181845 Payment Date 11/07/23			Vendor 11486			DELUXE TOWING INC	Status Issued	
			*** Payment Total			123.00	0.00	123.00
Payment Number 1181846 Payment Date 11/07/23			Vendor 12770			DULTMEIER SALES DAVENPORT, INC	Status Issued	
12770	4093290		IX 100	11/22/23		1,436.40	0.00	1,436.40
12770	4093343		IX 100	11/22/23		1,969.44	0.00	1,969.44
12770	4093891		IX 100	11/24/23		937.26	0.00	937.26
			*** Payment Total			4,343.10	0.00	4,343.10
Payment Number 1181847 Payment Date 11/07/23			Vendor 10218			DUPAGE TOPSOIL INC	Status Issued	
10218	056194		IX 100	11/09/23		225.00	0.00	225.00
			*** Payment Total			225.00	0.00	225.00
Payment Number 1181848 Payment Date 11/07/23			Vendor 28768			EIDSON, WILLIAM	Status Issued	
28768	EXP20231012		IX 100	10/27/23		60.00	0.00	60.00
28768	TRV20231018		IX 100	10/27/23		265.59	0.00	265.59
			*** Payment Total			325.59	0.00	325.59
Payment Number 1181849 Payment Date 11/07/23			Vendor 10157			GRAINGER INC	Status Issued	
10157	9842785231		IX 100	10/19/23		78.40	0.00	78.40
10157	9860741397		IX 100	11/04/23		204.80	0.00	204.80
			*** Payment Total			283.20	0.00	283.20
Payment Number 1181850 Payment Date 11/07/23			Vendor 29217			GREAT LAKES CONCRETE, LLC	Status Issued	
29217	250967		IX 100	10/20/23		329.79	0.00	329.79
			*** Payment Total			329.79	0.00	329.79
Payment Number 1181851 Payment Date 11/07/23			Vendor 12084			HAGGERTY FORD	Status Issued	
12084	58671		IX 100	10/29/23		463.24	0.00	463.24
			*** Payment Total			463.24	0.00	463.24
Payment Number 1181852 Payment Date 11/07/23			Vendor 39113			IMAGING ESSENTIALS, INC.	Status Issued	
39113	CONTINV004346		IX 100	07/30/23		2,886.41	0.00	2,886.41
39113	SRVINV003361		IX 100	10/07/23		11.97	0.00	11.97
			*** Payment Total			2,898.38	0.00	2,898.38
Payment Number 1181853 Payment Date 11/07/23			Vendor 42249			JORDAHL, NILS	Status Issued	
42249	EXP20231005		IX 100	10/27/23		51.13	0.00	51.13
			*** Payment Total			51.13	0.00	51.13
Payment Number 1181854 Payment Date 11/07/23			Vendor 10139			MCMASTER-CARR	Status Issued	
10139	15080622		IX 100	10/28/23		71.16	0.00	71.16
10139	15093866		IX 100	10/28/23		25.53	0.00	25.53
			*** Payment Total			96.69	0.00	96.69
Payment Number 1181855 Payment Date 11/07/23			Vendor 42615			ML UTILITIES	Status Issued	
42615	106667E		IX 100	11/16/23		236,426.00	0.00	236,426.00
			*** Payment Total			236,426.00	0.00	236,426.00

AP255 Date 11/07/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 4
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181856 Payment Date 11/07/23		Vendor 11470		MOTION INDUSTRIES, INC			Status Issued	
11470	IL32-00864789		IX 100	11/05/23		912.90	0.00	912.90
11470	IL32-00865778		IX 100	11/23/23		1,121.71	0.00	1,121.71
			*** Payment Total			2,034.61	0.00	2,034.61
Payment Number 1181857 Payment Date 11/07/23		Vendor 10803		NAPCO STEEL INC.			Status Issued	
10803	468827		IX 100	10/20/23		665.05	0.00	665.05
10803	469472		IX 100	11/18/23		127.25	0.00	127.25
10803	469473		IX 100	11/18/23		121.00	0.00	121.00
			*** Payment Total			913.30	0.00	913.30
Payment Number 1181858 Payment Date 11/07/23		Vendor 19668		NAPERVILLE TOWNSHIP			Status Issued	
19668	5834-20		IX 100	11/11/23		6,712.51	0.00	6,712.51
			*** Payment Total			6,712.51	0.00	6,712.51
Payment Number 1181859 Payment Date 11/07/23		Vendor 10148		NEENAH FOUNDRY COMPANY			Status Issued	
10148	536937		IX 100	11/10/23		492.00	0.00	492.00
			*** Payment Total			492.00	0.00	492.00
Payment Number 1181860 Payment Date 11/07/23		Vendor 10894		O'HARE TOWING SERVICE			Status Issued	
10894	276353-1		IX 100	10/13/23		285.00	0.00	285.00
10894	276454-1		IX 100	10/15/23		175.00	0.00	175.00
10894	277179-1		IX 100	11/01/23		516.60	0.00	516.60
			*** Payment Total			976.60	0.00	976.60
Payment Number 1181861 Payment Date 11/07/23		Vendor 10423		PRIME TACK & SEAL CO			Status Issued	
10423	77401		IX 100	10/22/23		288.00	0.00	288.00
			*** Payment Total			288.00	0.00	288.00
Payment Number 1181862 Payment Date 11/07/23		Vendor 10313		BLUETRITON BRANDS, INC			Status Issued	
10313	23I8100614711		IX 100	10/19/23		20.89	0.00	20.89
10313	23I8100675670		IX 100	10/19/23		60.90	0.00	60.90
10313	23J8100614711		IX 100	11/17/23		90.84	0.00	90.84
10313	23J8100675670		IX 100	11/17/23		7.69	0.00	7.69
			*** Payment Total			180.32	0.00	180.32
Payment Number 1181863 Payment Date 11/07/23		Vendor 23123		ROCK FUSCO & CONNELLY LLC			Status Issued	
23123	58933 DLM		IX 100	11/02/23		66.00	0.00	66.00
			*** Payment Total			66.00	0.00	66.00
Payment Number 1181864 Payment Date 11/07/23		Vendor 13652		SISLER'S ICE INC			Status Issued	
13652	203006510		IX 100	10/27/23		144.50	0.00	144.50
			*** Payment Total			144.50	0.00	144.50
Payment Number 1181865 Payment Date 11/07/23		Vendor 10067		TERRACE SUPPLY CO			Status Issued	
10067	0001052093		IX 100	10/30/23		252.00	0.00	252.00
			*** Payment Total			252.00	0.00	252.00
Payment Number 1181866 Payment Date 11/07/23		Vendor 10604		TREASURER, STATE OF ILLINOIS			Status Issued	

AP255 Date 11/07/23 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 5
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181866 Payment Date 11/07/23			Vendor 10604			TREASURER, STATE OF ILLINOIS	Status Issued	
10604	DOT-1309-2023		IX 100	11/26/23		350.00	0.00	350.00
			*** Payment Total			350.00	0.00	350.00
Payment Number 1181867 Payment Date 11/07/23			Vendor 20313			VILLAGE OF HANOVER PARK	Status Issued	
20313	2023-00011007		IX 100	10/29/23		3,483.48	0.00	3,483.48
			*** Payment Total			3,483.48	0.00	3,483.48
Payment Number 1181868 Payment Date 11/07/23			Vendor 20308			VILLAGE OF WOODRIDGE	Status Issued	
20308	3758		IX 100	11/15/23		34,717.58	0.00	34,717.58
			*** Payment Total			34,717.58	0.00	34,717.58
Payment Number 1181869 Payment Date 11/07/23			Vendor 10551			WELDSTAR CO	Status Issued	
10551	0002214975		IX 100	10/24/23		39.68	0.00	39.68
			*** Payment Total			39.68	0.00	39.68
		*** Payment Code CHK Total				580,228.46	0.00	580,228.46
			Payment Count			35		
		*** Cash Code 1414 Total				639,243.34	0.00	639,243.34
			Payment Count			39		
		*** Pay Group 1500 USD Total				639,243.34	0.00	639,243.34
			Payment Count			39		

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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:17


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



                 Pay Group: 1600
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110723 -   110723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 11/07/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530097 Payment Date 11/07/23 Vendor 10802 V3 COMPANIES, LTD Status Issued								
10802	923428		IX 100	11/09/23		5,557.90	0.00	5,557.90
			*** Payment Total			5,557.90	0.00	5,557.90
		*** Payment Code ACH Total				5,557.90	0.00	5,557.90
			Payment Count			1		

AP255 Date 11/07/23 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 2
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181870 Payment Date 11/07/23			Vendor 10008		AT&T		Status Issued	
10008	630653866210 2023		IX 100	11/21/23		54.75	0.00	54.75
			*** Payment Total			54.75	0.00	54.75
Payment Number 1181871 Payment Date 11/07/23			Vendor 19422		B & H PHOTO-VIDEO		Status Issued	
19422	217615650		IX 100	11/17/23		1,344.53	0.00	1,344.53
			*** Payment Total			1,344.53	0.00	1,344.53
Payment Number 1181872 Payment Date 11/07/23			Vendor 10023		COM ED		Status Issued	
10023	0483091078 102023		IX 100	11/19/23		79.73	0.00	79.73
10023	0658018001 101723		IX 100	11/16/23		281.71	0.00	281.71
10023	1320112008 102023		IX 100	11/19/23		74.90	0.00	74.90
10023	2819059028 102023		IX 100	11/19/23		39.56	0.00	39.56
10023	5219129035 102023		IX 100	11/19/23		33.57	0.00	33.57
10023	6266127008 102023		IX 100	11/19/23		26.79	0.00	26.79
10023	6421668024 101623		IX 100	11/15/23		337.75	0.00	337.75
10023	8859334024 101623		IX 100	11/15/23		23.82	0.00	23.82
			*** Payment Total			897.83	0.00	897.83
Payment Number 1181873 Payment Date 11/07/23			Vendor 42730		GEOKON, INC		Status Issued	
42730	00090658		IX 100	10/21/23		8,781.21	0.00	8,781.21
			*** Payment Total			8,781.21	0.00	8,781.21
Payment Number 1181874 Payment Date 11/07/23			Vendor 11219		HOME DEPOT CREDIT SERVICES		Status Issued	
11219	7030263		IX 100	11/11/23		26.97	0.00	26.97
11219	9011073		IX 100	11/09/23		134.11	0.00	134.11
			*** Payment Total			161.08	0.00	161.08
Payment Number 1181875 Payment Date 11/07/23			Vendor 10044		KIPP'S LAWNMOWER SALES & SVC		Status Issued	
10044	516454		IX 100	11/11/23		89.14	0.00	89.14
			*** Payment Total			89.14	0.00	89.14
Payment Number 1181876 Payment Date 11/07/23			Vendor 10851		MENARDS - GLENDALE HEIGHTS		Status Issued	
10851	21682		IX 100	11/02/23		59.54	0.00	59.54
10851	21795		IX 100	11/04/23		131.34	0.00	131.34
			*** Payment Total			190.88	0.00	190.88
Payment Number 1181877 Payment Date 11/07/23			Vendor 39549		ODP BUSINESS SOLUTIONS, LLC		Status Issued	
39549	323749598001		IX 100	08/23/23		37.68	0.00	37.68
39549	325340710001		IX 100	08/27/23		9.49	0.00	9.49
39549	325340923001		IX 100	08/30/23		47.70	0.00	47.70
39549	334694839001		IX 100	11/02/23		630.00	0.00	630.00
			*** Payment Total			724.87	0.00	724.87
Payment Number 1181878 Payment Date 11/07/23			Vendor 10549		RED WING SHOE COMPANY INC		Status Issued	
10549	45-1-137533		IX 100	11/10/23		200.00	0.00	200.00
10549	45-1-137604		IX 100	11/11/23		200.00	0.00	200.00
			*** Payment Total			400.00	0.00	400.00

Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181879 Payment Date 11/07/23		Vendor 10668				SUBURBAN DOOR CHECK & LOCK SVC	Status Issued	
10668	IN563521		IX 100	11/26/23		42.20	0.00	42.20
			*** Payment Total			42.20	0.00	42.20
Payment Number 1181880 Payment Date 11/07/23		Vendor 10638				THE CONSERVATION FOUNDATION	Status Issued	
10638	13096		IX 100	07/13/23		110.00	0.00	110.00
			*** Payment Total			110.00	0.00	110.00
Payment Number 1181881 Payment Date 11/07/23		Vendor 10929				VARDAL SURVEY SYSTEMS INC	Status Issued	
10929	91080		IX 100	11/11/23		414.25	0.00	414.25
			*** Payment Total			414.25	0.00	414.25
		*** Payment Code CHK Total				13,210.74	0.00	13,210.74
		Payment Count				12		
		*** Cash Code 1414 Total				18,768.64	0.00	18,768.64
		Payment Count				13		
		*** Pay Group 1600 USD Total				18,768.64	0.00	18,768.64
		Payment Count				13		

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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:17


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



                 Pay Group: 2000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110723 -   110723
           Payment Numbers:            -
              Payment Code:
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AP255 Date 11/07/23                Pay Group  2000 PUBLIC WORKS PAY GROUP          USD                                  Page    1
      Time 13:17                   Bank Account Payment History

                                     Payment Date Range    11/07/23  thru  11/07/23
Cash Code  1414    Bank  071923909                                          Payment Currency  USD
Payment Code  CHK


  Vendor      Invoice                 Voucher    Auth PL   Due Date Dsc Date  Scheduled Amount   Discount Amount   Net Payment Amount
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Payment Number    1181882 Payment Date 11/07/23   Vendor     11624        BUILDERS CHICAGO CORPORATION     Status Issued
    11624 89408                                  IX  100   11/30/23                  3,076.29              0.00           3,076.29
                                                    *** Payment Total             3,076.29              0.00           3,076.29

Payment Number    1181883 Payment Date 11/07/23   Vendor     11342        HIDDEN GARDENS                   Status Issued
    11342 75873                                  IX  100   11/10/23                     32.00              0.00              32.00
                                                    *** Payment Total                32.00              0.00              32.00

Payment Number    1181884 Payment Date 11/07/23   Vendor     27085        HINSDALE NURSERIES INC           Status Issued
    27085 1806573                                IX  100   11/03/23                    420.00              0.00             420.00
                                                    *** Payment Total               420.00              0.00             420.00

Payment Number    1181885 Payment Date 11/07/23   Vendor     11219        HOME DEPOT CREDIT SERVICES       Status Issued
    11219 0174 0231 092823                       IX  100   10/28/23                    426.80              0.00             426.80
    11219 0174 0231 092823A                      IX  100   10/28/23                    107.40              0.00             107.40
                                                    *** Payment Total               534.20              0.00             534.20

Payment Number    1181886 Payment Date 11/07/23   Vendor     41516        JOHN J MORONEY & CO              Status Issued
    41516 631702                                 IX  100   10/15/23                    435.85              0.00             435.85
                                                    *** Payment Total               435.85              0.00             435.85

Payment Number    1181887 Payment Date 11/07/23   Vendor     43054        MEEKS, ANITA M.                  Status Issued
    43054 110223                                 IX  100   11/02/23                 10,000.00              0.00          10,000.00
                                                    *** Payment Total            10,000.00              0.00          10,000.00

Payment Number    1181888 Payment Date 11/07/23   Vendor     10851        MENARDS                          Status Issued
    10851 58368                                  IX  100   10/26/23                     10.94              0.00              10.94
                                                    *** Payment Total                10.94              0.00              10.94

Payment Number    1181889 Payment Date 11/07/23   Vendor     10185        NEUCO INC                        Status Issued
    10185 7165507                                IX  100   11/16/23                    407.45              0.00             407.45
    10185 7168829                                IX  100   11/17/23                    174.67              0.00             174.67
    10185 7172195                                IX  100   11/18/23                    125.31              0.00             125.31
    10185 7174457                                IX  100   11/18/23                    272.53-             0.00             272.53-
                                                    *** Payment Total               434.90              0.00             434.90

Payment Number    1181890 Payment Date 11/07/23   Vendor     11761        PACE ANALYTICAL SERVICES INC     Status Issued
    11761 I9570628                               IX  100   11/02/23                    232.00              0.00             232.00
    11761 I9571362                               IX  100   11/06/23                    103.00              0.00             103.00
    11761 I9571426                               IX  100   11/08/23                  1,045.00              0.00           1,045.00
    11761 I9571632                               IX  100   11/10/23                     58.00              0.00              58.00
    11761 I9571640                               IX  100   11/10/23                  1,370.00              0.00           1,370.00
                                                    *** Payment Total             2,808.00              0.00           2,808.00

Payment Number    1181891 Payment Date 11/07/23   Vendor     10070        PACKEY WEBB FORD                 Status Issued
    10070 C42641                                 IX  100   09/16/23                    698.14              0.00             698.14
                                                    *** Payment Total               698.14              0.00             698.14

Payment Number    1181892 Payment Date 11/07/23   Vendor     10549        REDWING BUSINESS ADVANTAGE       Status Issued
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AP255 Date 11/07/23 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2
Time 13:17 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181892 Payment Date 11/07/23			Vendor 10549			REDWING BUSINESS ADVANTAGE	Status Issued	
10549	45-1-137214		IX 100	11/01/23		200.00	0.00	200.00
			*** Payment Total			200.00	0.00	200.00
Payment Number 1181893 Payment Date 11/07/23			Vendor 23123			ROCK FUSCO & CONNELLY LLC	Status Issued	
23123	58934 DLM		IX 100	11/02/23		1,782.00	0.00	1,782.00
23123	58937 DLMA		IX 100	11/02/23		13.24	0.00	13.24
			*** Payment Total			1,795.24	0.00	1,795.24
Payment Number 1181894 Payment Date 11/07/23			Vendor 11812			USA BLUEBOOK	Status Issued	
11812	INV00143663		IX 100	10/25/23		993.07	0.00	993.07
			*** Payment Total			993.07	0.00	993.07
Payment Number 1181895 Payment Date 11/07/23			Vendor 26490			VULCAN CONSTRUCTION MATERIALS	Status Issued	
26490	33363981		IX 100	10/12/23		1,467.15	0.00	1,467.15
26490	33374257		IX 100	10/22/23		418.88	0.00	418.88
26490	33381078		IX 100	10/29/23		716.90	0.00	716.90
26490	33391408		IX 100	11/09/23		143.26	0.00	143.26
26490	33407610		IX 100	11/26/23		1,655.10	0.00	1,655.10
			*** Payment Total			4,401.29	0.00	4,401.29
Payment Number 1181896 Payment Date 11/07/23			Vendor 41413			WHITE CAP, L.P.	Status Issued	
41413	50023859862		IX 100	10/25/23		61.16	0.00	61.16
			*** Payment Total			61.16	0.00	61.16
		*** Payment Code CHK Total				25,901.08	0.00	25,901.08
		Payment Count				15		
		*** Cash Code 1414 Total				25,901.08	0.00	25,901.08
		Payment Count				15		
		*** Pay Group 2000 USD Total				25,901.08	0.00	25,901.08
		Payment Count				15		

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AP255 Date: 11/07/23           JOB SUBMISSION PARAMETERS
      Time: 13:17


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



                 Pay Group: 5000
                 Cash Code: 1414        Class C Accounts Payable

              Payment Date: 110723 -   110723
           Payment Numbers:            -
              Payment Code:
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Bank Account Payment History

AP255 Date 11/07/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 13:18 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530098 Payment Date 11/07/23		Vendor 26418		EVERETT, AMY			Status Issued	
26418	MIL20231017		IX 105	11/06/23		9.56	0.00	9.56
			*** Payment Total			9.56	0.00	9.56
Payment Number 530099 Payment Date 11/07/23		Vendor 17827		SCHVACH, LISA			Status Issued	
17827	MIL20231017		IX 105	11/16/23		9.56	0.00	9.56
			*** Payment Total			9.56	0.00	9.56
		*** Payment Code ACH Total				19.12	0.00	19.12
			Payment Count			2		

AP255 Date 11/07/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 2
Time 13:18 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181897 Payment Date 11/07/23			Vendor 40972			2525 CABOT DRIVE LLC	Status Issued	
40972	1112023		IX 105	12/01/23		12.75	0.00	12.75
			*** Payment Total			12.75	0.00	12.75
Payment Number 1181898 Payment Date 11/07/23			Vendor 10876			AMERICAN MOBILE SHREDDING &	Status Issued	
10876	2827		IX 101	11/17/23		100.00	0.00	100.00
			*** Payment Total			100.00	0.00	100.00
Payment Number 1181899 Payment Date 11/07/23			Vendor 43067			AMKUN LLC	Status Issued	
43067	DHS-24-1978		IX 209	12/02/23		10,000.00	0.00	10,000.00
			*** Payment Total			10,000.00	0.00	10,000.00
Payment Number 1181900 Payment Date 11/07/23			Vendor 10008			AT&T	Status Issued	
10008	1039814800		IX 105	11/18/23		399.25	0.00	399.25
10008	2405543809		IX 105	11/18/23		374.12	0.00	374.12
10008	4607282805		IX 105	10/19/23		388.58	0.00	388.58
			*** Payment Total			1,161.95	0.00	1,161.95
Payment Number 1181901 Payment Date 11/07/23			Vendor 23822			AUTUMN RUN APARTMENTS LLC	Status Issued	
23822	IACAA-24-1954		IX 101	10/11/23		2,000.00	0.00	2,000.00
			*** Payment Total			2,000.00	0.00	2,000.00
Payment Number 1181902 Payment Date 11/07/23			Vendor 10314			COLLEGE OF DUPAGE	Status Issued	
10314	15465		IX 105	10/18/23		4,800.00	0.00	4,800.00
10314	15469DH		IX 105	10/21/23		3,120.00	0.00	3,120.00
10314	15469DS		IX 105	10/21/23		10,500.00	0.00	10,500.00
10314	15469ME		IX 105	10/21/23		6,195.00	0.00	6,195.00
			*** Payment Total			24,615.00	0.00	24,615.00
Payment Number 1181903 Payment Date 11/07/23			Vendor 43044			CURTIS, DANIELLE	Status Issued	
43044	V24713-1		IX 105	11/03/23		125.25	0.00	125.25
			*** Payment Total			125.25	0.00	125.25
Payment Number 1181904 Payment Date 11/07/23			Vendor 11348			DUPAGE FEDERATION ON HUMAN	Status Issued	
11348	9409		IX 105	10/20/23		685.26	0.00	685.26
			*** Payment Total			685.26	0.00	685.26
Payment Number 1181905 Payment Date 11/07/23			Vendor 41347			GILLIARD, JAMES	Status Issued	
41347	V24729-1		IX 105	11/03/23		101.93	0.00	101.93
			*** Payment Total			101.93	0.00	101.93
Payment Number 1181906 Payment Date 11/07/23			Vendor 43046			GRIMM, MALACHI	Status Issued	
43046	V24720-1		IX 105	11/03/23		543.81	0.00	543.81
			*** Payment Total			543.81	0.00	543.81
Payment Number 1181907 Payment Date 11/07/23			Vendor 43060			HARMAN, YING WANG	Status Issued	
43060	V24737-1		IX 105	11/03/23		53.99	0.00	53.99
			*** Payment Total			53.99	0.00	53.99

AP255 Date 11/07/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 3
Time 13:18 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181908 Payment Date 11/07/23			Vendor 39914			HIGHTOWER, DIANA	Status Issued	
39914	101023 101923		IX 207	11/20/23		1,320.00	0.00	1,320.00
			*** Payment Total			1,320.00	0.00	1,320.00
Payment Number 1181909 Payment Date 11/07/23			Vendor 11852			ILLINOIS ASSOCIATION OF	Status Issued	
11852	2024-012		IX 101	11/22/23		4,844.59	0.00	4,844.59
			*** Payment Total			4,844.59	0.00	4,844.59
Payment Number 1181910 Payment Date 11/07/23			Vendor 43061			KOSEOGLU, BATUHAN	Status Issued	
43061	V24733-1		IX 105	11/03/23		53.99	0.00	53.99
			*** Payment Total			53.99	0.00	53.99
Payment Number 1181911 Payment Date 11/07/23			Vendor 26848			LEMON PRESS PRINTING	Status Issued	
26848	2018261		IX 105	11/03/23		77.25	0.00	77.25
			*** Payment Total			77.25	0.00	77.25
Payment Number 1181912 Payment Date 11/07/23			Vendor 11449			LIFE TECHNOLOGIES CORP	Status Issued	
11449	84104584		IX 104	12/02/23		14,183.20	0.00	14,183.20
			*** Payment Total			14,183.20	0.00	14,183.20
Payment Number 1181913 Payment Date 11/07/23			Vendor 43062			MECE, MYZEJENE	Status Issued	
43062	V24734-1		IX 105	11/03/23		53.99	0.00	53.99
			*** Payment Total			53.99	0.00	53.99
Payment Number 1181914 Payment Date 11/07/23			Vendor 10055			MURPHY ACE HARDWARE	Status Issued	
10055	946957		IX 100	11/29/23		68.36	0.00	68.36
10055	946969		IX 100	11/30/23		17.04	0.00	17.04
			*** Payment Total			85.40	0.00	85.40
Payment Number 1181915 Payment Date 11/07/23			Vendor 43047			NASIR, SIDRA	Status Issued	
43047	V24685-1		IX 105	11/03/23		129.00	0.00	129.00
			*** Payment Total			129.00	0.00	129.00
Payment Number 1181916 Payment Date 11/07/23			Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	330792773001		IX 101	10/14/23		79.98	0.00	79.98
			*** Payment Total			79.98	0.00	79.98
Payment Number 1181917 Payment Date 11/07/23			Vendor 43048			RIOS, MARIELLA	Status Issued	
43048	V24686-1		IX 105	11/03/23		246.18	0.00	246.18
			*** Payment Total			246.18	0.00	246.18
Payment Number 1181918 Payment Date 11/07/23			Vendor 43063			RUSSELL, BATAVIA	Status Issued	
43063	43063		IX 105	11/03/23		211.75	0.00	211.75
			*** Payment Total			211.75	0.00	211.75
Payment Number 1181919 Payment Date 11/07/23			Vendor 41350			SALAZAR GARDUNO, JOSE	Status Issued	
41350	24712-1		IX 105	11/03/23		208.92	0.00	208.92
			*** Payment Total			208.92	0.00	208.92

AP255 Date 11/07/23 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 4
Time 13:18 Bank Account Payment History

Payment Date Range 11/07/23 thru 11/07/23
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1181920 Payment Date 11/07/23		Vendor 11201		UNITED STATES POSTAL SERVICE			Status Issued	
11201	34855593 083123 WEX		IX 101	09/30/23		58.40	0.00	58.40
11201	34855593 093023 LIHEAP		IX 101	10/30/23		34.56	0.00	34.56
11201	34855593 093023 SNR		IX 202	10/30/23		825.45	0.00	825.45
11201	34855593 093023 WEX		IX 100	10/30/23		227.57	0.00	227.57
11201	34855593 093023 WIOA		IX 105	10/30/23		29.65	0.00	29.65
			*** Payment Total			1,175.63	0.00	1,175.63
Payment Number 1181921 Payment Date 11/07/23		Vendor 18939		VEREST, KIMBERLY A			Status Issued	
18939	EXP20231003		IX 207	10/25/23		839.90	0.00	839.90
			*** Payment Total			839.90	0.00	839.90
		*** Payment Code CHK Total				62,909.72	0.00	62,909.72
			Payment Count			25		
		*** Cash Code 1414 Total				62,928.84	0.00	62,928.84
			Payment Count			27		
		*** Pay Group 5000 USD Total				62,928.84	0.00	62,928.84
			Payment Count			27		

Consent Item

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

File #: 23-3451 **Agenda Date:** 11/14/2023 **Agenda #:** 8.I.

MONTHLY REPORT of INVESTMENTS and DEPOSITS

September 2023

Report disclosing the investments and deposits of county moneys as of the first business day of October 2023, published pursuant to the provisions of Illinois Compiled Statutes, Chapter 55, Section 5/3 - 11007. In accordance with the terms of the aforementioned statute, a copy of this report is transmitted to the County Board Chairman.

[redacted]

GWEN HENRY
DUPAGE COUNTY TREASURER

FILED
OCT 19 2023

[redacted]

DUPAGE COUNTY TREASURER
INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 09/30/2023

Bank Name	Description	Balance 09/30/2023
Collector Accounts		
First Eagle Bank	Collector	126,549.27
Parkway Bank	Collector	128,696.09
BMO/Harris Bank	Collector	1,007,161.75
BMO/Harris Bank	Collector Lock Box	4,698,722.78
Providence Bank	Collector	126,965.39
Associated Bank, NA	Collector	180,264.84
CIBC	Collector	116,923.18
Fifth Third Bank	Collector	1,013,123.29
First Secure Community Bank	Collector	83,194.64
Avenue Bank	Collector	128,423.41
Community Bank of Elmhurst	Collector	167,314.37
Itasca Bank & Trust Co.	Collector	149,780.36
Republic Bank	Collector	121,276.03
Wheaton Bank & Trust	Collector	5,675,039.94
First American Bank	Collector	186,214.75
Old Second Natl Bank /West Sub	Collector	135,035.48
Hanmi Bank	Collector	146,985.56
JPMorgan Chase Bank	Collector	14,208,907.50
Lisle Savings Bank	Collector	199,430.32
Busey Bank	Collector	192,874.97
Peoples/Royal Savings Bank	Collector	132,131.57
Inland Bank/Byline	Collector	0.00
Old National Bank	Collector	167,649.53
Grand Ridge National Bank	Collector	129,931.56
FNBW	Collector	121,496.03
Lemont National Bank & Trust Co.	Collector	104,429.22
Total Collector		29,448,521.83
Class C / General Fund Accounts		
Associated Bank	Class C - IMET	8,361,120.10
Fifth Third Bank	Class C Account	24,597,692.49
Fifth Third Bank	Class C Accounts Payable	11,353,650.17
Fifth Third Bank	Class C Account	6,481,946.64
Fifth Third Bank	Payroll Account	3,808,924.30
Wheaton Bank & Trust	Class C MMA	73,192,314.24
Wheaton Bank & Trust	Veterans Assist Comm MMA	464,210.63
Wheaton Bank & Trust	DuPage County Recorder	2,615,774.16
JPMorgan Chase Bank	Class C Account	33,301,538.55
JPMorgan Chase Bank	UST Emer Rent Assistance	17,417,647.06
Grand Ridge National Bank	Sheriff Extradition	5,540.89
Grand Ridge National Bank	Sheriff Administrative	3,557.85
Grand Ridge National Bank	Jail Commissary Account	1,225,842.30
Grand Ridge National Bank	State Drug Traffic Prevention	48,414.03
Grand Ridge National Bank	Sheriff Investigative Fund	42,431.02
Grand Ridge National Bank	Sheriff Sex Offender Fund	9,701.70
Grand Ridge National Bank	Violent Offender Against Youth	615.00
Total Class C / General Fund		182,930,921.13

DUPAGE COUNTY TREASURER
INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 09/30/2023

Bank Name	Description	Balance 09/30/2023
Employee Benefits		
Itasca Bank & Trust Co.	Employee Benefit Account	4,063,054.79
Total Employee Benefits		4,063,054.79
Class D		
Fifth Third Bank	Chancery Sales Fund	5,000.00
Fifth Third Bank	Inmate Special Fund (Stellar)	0.01
Wheaton Bank & Trust	Class D Escrow	4,488,919.16
Wheaton Bank & Trust	County Clerk	800,723.58
JPMorgan Chase Bank, N.A.	Class D Account	2,092,148.23
JPMorgan Chase Bank, N.A.	State's Attorney Forfeiture	719,049.34
JPMorgan Chase Bank, N.A.	Employees IMRF Account	1,638,128.83
JPMorgan Chase Bank, N.A.	Employees Spec Wage Deduction	22,468.67
Grand Ridge National Bank	Federal Law Enforce Treas Acct	540,014.92
Grand Ridge National Bank	Federal Law Enforce Justice Ac	417.74
Grand Ridge National Bank	Arson Task Force Fund	3,544.91
Grand Ridge National Bank	Chancery Sales Fund	5,599,785.50
Grand Ridge National Bank	Drug Traffic Seizure Fund	1.00
Grand Ridge National Bank	Inmate Special Fund (Stellar)	116,388.37
Grand Ridge National Bank	Chancery Surplus Fund	2,271,497.87
Grand Ridge National Bank	Inmate Sedentary Fund	55,182.98
JPMorgan Chase Bank	Condemnation Account	1,211,603.23
Total Class D		19,564,874.34
ETSB		
Wheaton Bank & Trust	Class D ETSB Account	547,033.22
Wheaton Bank & Trust	Class D ETSB MMA	9,116,564.91
Total ETSB		9,663,598.13
Health Department		
Fifth Third Bank	Board Of Health Account	16,625,001.09
Wheaton Bank & Trust	Health Dept MMA	15,732,815.80
US Bank	Board of Health EPAY Account	2,960,551.17
Total Health Department		35,318,368.06
Public Works		
Wheaton Bank & Trust	Public Works MMA	2,387,742.32
JPMorgan Chase Bank	PW Bond Account	6,607,061.78
Total Public Works		8,994,804.10
TOTAL DEMAND BALANCES		289,984,142.38
TOTAL INVESTMENT BALANCES (1)		398,184,153.71
TOTAL DEMAND AND INVESTMENT BALANCES		688,168,296.09

(1) See Page 3 for details.

DUPAGE COUNTY TREASURER
INVESTMENT DETAIL REPORT AS OF 09/30/2023

Bank Name	Security	Rate of Interest / Yield	Maturity Date	09/30/2023
General Fund Investment Pool				
First Nations Bank	CD	4.350	11/10/2023	3,000,000.00
Old National Bank	CD	4.600	11/14/2023	3,000,000.00
First Nations Bank	CD	4.350	12/8/2023	1,000,000.00
Grand Ridge National Bank	CD	0.800	2/24/2024	2,000,000.00
Grand Ridge National Bank	CD	4.500	2/24/2024	3,000,000.00
Providence Bank	CD	4.610	5/3/2024	3,000,000.00
Old National Bank	CD	5.500	6/29/2024	5,000,000.00
First Nations Bank	CD	5.060	7/15/2024	3,500,000.00
Old National Bank	CD	5.200	7/18/2024	10,000,000.00
First Nations Bank	CD	5.250	8/5/2024	2,000,000.00
First Nations Bank	CD	5.060	9/15/2024	1,000,000.00
				36,500,000.00
U.S. Treasury	Coupon Securities	4.781		21,000,000.00
U.S. Treasury	Bills	4.926		4,000,000.00
MainStreet /US Bank NA	Managed Asset Account			11,819,869.20
Great Lakes /US Bank NA	Managed Asset Account			39,151,935.99
PFMAM / US Bank	Managed Asset Account			84,296,909.85
				135,268,715.04
Total General Fund Investment Pool				196,768,715.04
CARES Act /ARPA Investment Pool				
PFMAM / US Bank	Managed Asset Account			110,188,995.20
Total CARES Act /ARPA - Investment Pool				110,188,995.20
Employee Benefits Investment Pool				
First Nations Bank -Wheaton	CD	4.050	10/31/2023	1,500,000.00
First Nations Bank -Wheaton	CD	5.060	5/2/2024	2,500,000.00
Inland Bank and Trust	CD	4.700	5/3/2024	2,500,000.00
U.S. Treasury	Coupon Securities	5.300	9/30/2024	2,500,000.00
U.S. Treasury	Bills	5.436	2/8/2024	2,500,000.00
Total Employee Benefits Investment Pool				11,500,000.00
Health Department Investment Pool				
U.S. Treasury	Coupon Securities	5.003		13,000,000.00
Wheaton Bank & Trust	CD	5.250	7/18/2024	5,000,000.00
MainStreet / US Bank	Managed Asset Account	3.710		10,403,352.44
Total Health Department Investment Pool				28,403,352.44
ETSB Investment Pool				
Great Lakes /US Bank NA	Managed Asset Account			37,530,746.40
Total ETSB Investment Pool				37,530,746.40
Public Works Investment Pool				
Old National	CD	4.600	11/14/2023	2,000,000.00
Wheaton Bank & Trust	CD	5.250	7/18/2024	2,000,000.00
PFMAM / US Bank	Managed Asset Account			9,792,344.63
Total Public Works Investment Pool				13,792,344.63
Total Investment Pools				398,184,153.71

Consent Item

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

File #: 23-3600 **Agenda Date:** 11/14/2023 **Agenda #:** 8.J.

CHANGE ORDERS				
Tuesday, November 14, 2023				
Department	**Vendor**	**PO#**	**Amount**	**Action**
Human Services	Alco Sales & Service Company	5318	$ (15,265.63)	Decrease & Close
Human Services	Alliance Laundry	5901	$ (22,174.26)	Decrease & Close
Human Services	Alpha Baking Company	5909	$ (12,057.11)	Decrease & Close
Human Services	Cardinal Health, Inc.	5871	$ (372,610.97)	Decrease & Close
Human Services	Lakeshore Dairy, Inc.	5988	$ (15,114.83)	Decrease & Close
Human Services	Professional Medical & Surgical Supply, Inc.	5924	$ (21,552.93)	Decrease & Close
Human Services	The Standard Companies	5348	$ (88,352.05)	Decrease & Close
Human Services	The Home Depot	6118	$ (28,000.00)	Decrease & Close
Human Services	Valdes Supply	6196	$ (36,000.00)	Decrease & Close
Human Services	Warehouse Direct, Inc.	5893	$ (17,000.00)	Decrease & Close
Human Services	American Bottling Company	5908	$ (10,072.04)	Decrease & Close
Transportation	ESI Consultants	5774	$ (35,383.80)	Decrease, Transfer, Extend
Transportation	Quandel Consultants, Inc.	5753	$ -	Revised Exhibit C
Transportation	AECOM Technical Services, Inc.	4282	$ -	Contract Extension
Transportation	GRAEF-USA, Inc.	6059	$ -	Contract Extension
Transportation	R.M. Chin & Associates, Inc.	5479	$ -	Contract Extension
Transportation	V3 Companies	4861	$ -	Contract Extension
Transportation	Applied Research Associates, Inc.	6308	$ -	Contract Extension
Transportation	BLA, Inc.	4860	$ -	Contract Extension
Transportation	BLA, Inc.	5752	$ -	Contract Extension
Transportation	CDM Smith, Inc.	5626	$ -	Contract Extension
Transportation	Chicago Testing Laboratory	5876	$ -	Contract Extension
Transportation	Civiltech Engineering, Inc.	4038	$ -	Contract Extension
Transportation	HR Green, Inc.	4229	$ -	Contract Extension
Transportation	HR Green, Inc.	5638	$ -	Contract Extension
Transportation	Huff & Huff, Inc.	5404	$ -	Contract Extension
Transportation	H.W. Lochner, Inc.	3595	$ -	Contract Extension
Transportation	H.W. Lochner, Inc.	5277	$ -	Contract Extension
Transportation	Patrick Engineering, Inc.	5806	$ -	Contract Extension
Transportation	Singh & Associates	5635	$ -	Contract Extension
Transportation	STV, Inc.	4476	$ -	Contract Extension
Transportation	STV, Inc.	5751	$ -	Contract Extension
Transportation	TranSystems Corporation	4085	$ -	Contract Extension
Judicial & Public Safety	LDV, Inc.	5822	$ -	Contract Extension
Stormwater	Earthwerks	3176	$ -	Contract Extension

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

File #: CB-R-0095-23 **Agenda Date:** 11/14/2023 **Agenda #:** 9.A.

APPOINTMENT OF LAWRENCE SCHOUTEN, M.D. - DOCTOR
TO THE BOARD OF HEALTH

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Lawrence Schouten, M.D. as a member of the DuPage County Board of Health; and

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

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Lawrence Schouten, M.D., as a member of the DuPage County Board of Health for a term expiring June 30th, 2026; and

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

BE IT FURTHER RESOLVED that the County Clerk shall transmit certified copies of this resolution to Lawrence Schouten, M.D., and the Board of Health, 111 N. County Farm Rd., Wheaton, IL 60187.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 55 ILCS 5/5-25012, I, Deborah A. Conroy, as presiding officer of the DuPage County Board, do hereby appoint Lawrence Schouten, M.D. to be a member of the DuPage County Board of Health for a term expiring June 30th, 2026.

I hereby submit this appointment to the County Board for its advice and consent this 14th day of November, 2023.

_____
Deborah A. Conroy, Chair
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	October 20, 2023 1:29 pm
Browser:	Chrome 118.0.0.0 / Windows
IP Address:	[redacted]
Unique ID:	1154552871

Name of Board or Agency you are interested in appointment to	DuPage County Board of Health

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
If yes, how long?	11 years

Personal Information

Name	Lawrence Schouten
Email	[redacted]
Address	[redacted]
Phone	[redacted]
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15377152405

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.	I have been honored to serve on the BOH for the past11 years. As a physician specializing in Internal Medicine, I have been able to offer my unique insight on some of the healthcare challenges faced by the DCHD. Now, as part of the executive committee of the board, I continue to learn from, as well as advise, our exceptional leadership team.
Are you a lobbyist registered with the State of Illinois?	No
Are you an elected official?	No
Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?	No

Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?	No

Conviction Information

Have you ever been convicted of a criminal offense?	No

Submit Application

Do you attest to the above?	Yes

Lawrence J. Schouten, MD FACP

Profile

Practiced community based general Internal Medicine since 1984. Involved in the teaching of medical students and physician assistant students. Leadership role in the clinical integration of local independent practices. Early adaptor of electronic medical records.

Experience

President, Stratford Internal Medicine, SC, 1984 to 12/2014
Employed Physician, Northwestern Medicine RMG, 12/2014 to 11/2021

- Worked in Bloomingdale and Carol Stream with other employed internists until retirement 11/2021
- Past experience as president of a single specialty group practice
- Formerly precepted medical students from Rush University Medical School
- Formerly Clinical educator for Physician Assistant students from Midwestern University

Staff physician, 1984 to 2021 ***Central DuPage Hospital,*** Winfield, IL.
Honorary Staff Physician, since 11/2021 ***Central DuPage Hospital***

Professional Activities

Board of Directors, DuPage Valley Physicians, 2005 to 2013
Cochairman, Quality Committee, DuPage Valley Physicians, 2005 to 2013

DuPage Valley Physicians was an independent physician association comprised of over 300 primary care and specialist physicians practicing in DuPage and Kane Counties. (Merged into Cadence Physician Hospital Organization in 2013; now is Northwestern Medicine Physician Network)

Board of Directors, DuPage County Medical Society, 2005 to present
Governor's Council, Northern Illinois Chapter, American College of Physicians, 2011 to 2017
DuPage County Board of Health, Appointed July, 2012, to present

Education/Training

Residency, General Internal Medicine, 1981-1984
Northwestern Memorial Hospital, Chicago, IL.

MD, 1981
Northwestern University Medical School *(now Feinberg School of Medicine)*

BS, Mathematics, 1971
Loyola University, Chicago, IL.

Professional Memberships/Licensure/Certification

American College of Physicians
American Medical Association
Illinois State Medical Society
DuPage County Medical Society
Licensed in Illinois since 1984 #036066066
American Board of Internal Medicine, 1984

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

File #: FI-R-0260-23 **Agenda Date:** 11/7/2023 **Agenda #:** 10.A.

ACCEPTANCE AND APPROPRIATION OF THE
U.S. DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE ASSISTANCE
PY23 DNA CAPACITY ENHANCEMENT FOR BACKLOG REDUCTION PROGRAM
GRANT AWARD NO. 15PBJA-23-GG-01275-DNAX
COMPANY 5000 - ACCOUNTING UNIT 4510
$395,280

(Under the administrative direction of the DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the U.S. Department of Justice - Bureau of Justice Assistance that grant funds in the amount of $395,280 (THREE HUNDRED NINETY-FIVE THOUSAND, TWO HUNDRED EIGHTY AND NO/100 DOLLARS) are available to help reduce the number of forensic DNA samples awaiting analysis by increasing the capacity of the laboratory in the DuPage County Sheriff's Office; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Sheriff's Office, must enter into Grant Award No. 15PBJA-23-GG-01275-DNAX with the U.S. Department of Justice - Bureau of Justice Assistance, 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 October 1, 2023 through September 30, 2025; 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 Grant Award No. 15PBJA-23-GG-01275-DNAX (ATTACHMENT II) between DuPage County and the U.S. Department of Justice - Bureau of Justice Assistance be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $395,280 (THREE HUNDRED NINETY-FIVE THOUSAND, TWO HUNDRED EIGHTY AND NO/100 DOLLARS) be made to establish PY23 DNA Capacity Enhancement for Backlog Reduction Program Grant, Company 5000 - Accounting Unit 4510, for the period October 1, 2023 through September 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign Grant Award No. 15PBJA-23-GG-01275-DNAX as the Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

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

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
U.S. DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE ASSISTANCE
PY23 DNA CAPACITY ENHANCEMENT
FOR BACKLOG REDUCTION PROGRAM GRANT
AWARD NO. 15PBJA-23-GG-01275-DNAX
COMPANY 5000 - ACCOUNTING UNIT 4510
$395,280

REVENUE		
41000-0004 - Federal Operating Grant - DOJ	$ 395,280	
TOTAL ANTICIPATED REVENUE		$ 395,280
EXPENDITURES		
PERSONNEL		
50010-0000 - Overtime	$ 99,557	
51010-0000 - Employer Share I.M.R.F.	9,569	
51030-0000 - Employer Share Social Security	7,621	
TOTAL PERSONNEL		$ 116,747
COMMODITIES		
52000-0000 - Furn/Mach/Equip Small Value	$ 1,850	
52200-0000 - Operating Supplies & Materials	267,224	
TOTAL COMMODITIES		$ 269,074
CONTRACTUAL		
53510-0000 - Travel Expense	$ 3,214	
53610-0000 - Instruction & Schooling	1,145	
TOTAL CONTRACTUAL		$ 4,359
CAPITAL		
54110-0000 - Equipment And Machinery	$ 5,100	
TOTAL CAPITAL		$ 5,100
TOTAL ADDITIONAL APPROPRIATION		$ 395,280

ATTACHMENT II

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF DUPAGE 421 N COUNTY FARM RD
City, State and Zip:	WHEATON, IL 60187
Recipient UEI:	W7KRN7E54898
Project Title: FY2023 DNA Capacity Enhancement for Backlog Reduction (CEBR) Program - DuPage County Forensic Science Center	**Award Number:** 15PBJA-23-GG-01275-DNAX
Solicitation Title: BJA FY 23 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program	
Federal Award Amount: $395,280.00	**Federal Award Date:** 9/8/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.741 - DNA Backlog Reduction Program	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/25
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/25

Project Description:

The DuPage County Forensic Science Center (DCFSC) is a forensic science laboratory that analyzes evidence items from approximately 40 law enforcement agencies within DuPage County, Illinois. The DNA Section is an NDIS-participating laboratory and offers DNA analysis of casework samples.
Funds in the amount of $395,280 are requested. A portion of the grant funds will pay for overtime for DNA analysts, to be used specifically when it is necessary to prevent a backlog. A smaller portion of grant funds will pay for overtime for the analysts to engage in validation or grant support activities. The capacity of the laboratory will be increased by grant funding of supplies needed for additional casework and replacement of aging equipment, with a small portion funding supplies for validation experiments. Grant funded continuing education will improve the current analysts' scientific expertise, enable the laboratory to comply with QAS requirements, and keep our Technical Leader abreast of the policies and procedures governing the national CODIS database.
Together, these funded items will allow the laboratory to work toward the goal of increasing capacity and reducing the forensic casework turn-around time so that the backlog can, in turn, be reduced or eliminated.

Award Letter

September 8, 2023

Dear James Mendrick,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF DUPAGE for an award under the funding opportunity entitled 2023 BJA FY 23 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program. The approved award amount is $395,280.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location or the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see: https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF DUPAGE

UEI
W7KRN7E54898

Street 1
421 N COUNTY FARM RD

Street 2

City
WHEATON

State/U.S. Territory
Illinois

Zip/Postal Code
60187

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/8/23

Award Type
Initial

Award Number
15PBJA-23-GG-01275-DNAX

Supplement Number
00

Federal Award Amount
$395,280.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.741	DNA Backlog Reduction Program

Statutory Authority
Department of Justice Appropriations Act, 2023 (Pub. L. No. 117-328); 136 Stat. 4459, 4536.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2023 BJA FY 23 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13831693

Grant Manager Name
Caroline Shriver

Phone Number
202-598-9321

E-mail Address
Caroline.Shriver@usdoj.gov

Project Title
FY2023 DNA Capacity Enhancement for Backlog Reduction (CEBR) Program - DuPage County Forensic Science Center

Performance Period Start Date
10/01/2023

Performance Period End Date
09/30/2025

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2025

Project Description

The DuPage County Forensic Science Center (DCFSC) is a forensic science laboratory that analyzes evidence items from approximately 40 law enforcement agencies within DuPage County, Illinois. The DNA Section is an NDIS-participating laboratory and offers DNA analysis of casework samples.
Funds in the amount of $395,280 are requested. A portion of the grant funds will pay for overtime for DNA analysts, to be used specifically when it is necessary to prevent a backlog. A smaller portion of grant funds will pay for overtime for the analysts to engage in validation or grant support activities. The capacity of the laboratory will be increased by grant funding of supplies needed for additional casework and replacement of aging equipment, with a small portion funding supplies for validation experiments. Grant funded continuing education will improve the current analysts' scientific expertise, enable the laboratory to comply with QAS requirements, and keep our Technical Leader abreast of the policies and procedures governing the national CODIS database.
Together, these funded items will allow the laboratory to work toward the goal of increasing capacity and reducing the forensic casework turn-around time so that the backlog can, in turn, be reduced or eliminated.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that

are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this

award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the

hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds

under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants

administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the

OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Privacy; quality assurance; CODIS/NDIS The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 34 U.S.C. section 12592(b)(3). The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community. The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated

with funding from this award may be entered into any non-governmental database without prior express written approval from BJA. If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS. If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA analyzed with funding under this award are analyzed using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all DNA profiles obtained from DNA database samples with funding from this award are entered into CODIS within a reasonable timeframe of completion of analysis and uploaded into NDIS. The recipient agrees to notify BJA promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

32

No research; nonsupplanting of State or local government funds The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the BJA grant manager for the award. The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award. The recipient agrees to notify BJA promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

33

The recipient agrees to notify BJA promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this award above and beyond those that will be analyzed using funds from other sources. If applicable, the recipient agrees to notify BJA promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this award, above and beyond those that can be analyzed or reviewed using funds from other sources.

34

The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the BJA DNA Capacity Enhancement for Backlog Reduction Program (also known as the DNA "CEBR" program) by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit. The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the BJA DNA Capacity Enhancement for Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the program solicitation. The recipient understands and agrees that program income that is earned during the final one hundred and twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred and twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within one hundred and twenty (120) days of the end of the award period must be returned to OJP.

35

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or

stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to BJA grant manager for the award within ten (10) business days of implementation of the change.

36

Absent prior express written approval from BJA, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

37

Semiannual progress report narratives The recipient agrees that its semiannual progress report narratives will include the following: (1) a summary of project goals for the award; (2) the award activities performed during the reporting period; (3) the effects of such award activities toward achieving each project goal for the award; (4) a description of any observed increases in evidence submissions; and (5) a description of any issues that may negatively impact project goals for the award.

38

Final progress report. The recipient agrees to submit a final report at the end of this award, documenting all relevant project activities during the entire period of performance under this award. This report will include the following: a summary and assessment of the program carried out with the award, which shall include a comparison of pre-award and post-award DNA-forensic capacity and take into account cumulative performance measurement data. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/ .

39

Performance measurement information and data reporting. The award recipient agrees to report quarterly, semi-annual and final report performance measurement information and data, along with supporting documentation, according to the instructions specified in the BJA DNA Capacity Enhancement for Backlog Reduction Program and at https://ojpsso.ojp.gov (the performance measurement internet site), or any superseding guidance communicated by OJP. These performance measurement information and data will be submitted to the Office of Justice Programs, on-line through the Internet at https://ojpsso.ojp.gov/. Reported information and data should be complete, accurate, and timely. For the purposes of performance measurement data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory; a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory. If the recipient uses award funds for procurement contracts to private accredited DNA laboratories for analysis of forensic DNA casework samples or DNA database samples, the recipient agrees to take any necessary steps to ensure that reports of such procurement contract expenditures (with respect to the recipient and any subrecipient) are fully supportable by documentation and consistent with expenditures as reported on quarterly financial status reports the recipient submits to OJP. The recipient shall ensure that all required performance measurement information and data are collected throughout the award period.

40

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

41

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

42

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

44

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

45

The recipient shall transmit to the BJA grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by BJA where appropriate and to respond to press or public inquiries.

46

The recipient agrees to budget funds for up to three staff representatives to attend one two-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

48

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

49

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

52

The recipient is authorized to incur obligations, expend and draw down funds, in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals, such as testing of evidence, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

53

Withholding of funds for proposal narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the proposal narrative for this award, and an Award Condition Modification has been issued to remove this condition.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/6/23 10:50 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Sheriff

Name of Authorized Entity Official
James Mendrick

Signed Date And Time
9/12/2023 4:00 PM

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

File #: FI-R-0261-23 **Agenda Date:** 11/7/2023 **Agenda #:** 10.B.

ACCEPTANCE AND APPROPRIATION OF THE
SUSTAINED TRAFFIC ENFORCEMENT PROGRAM PY24 GRANT
AGREEMENT NO. HS-24-0193, 0402
COMPANY 5000 - ACCOUNTING UNIT 4525
$39,027

(Under the administrative direction of the DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Transportation that grant funds in the amount of $39,026.88 (THIRTY-NINE THOUSAND, TWENTY-SIX AND 88/100 DOLLARS) are available to improve highway safety throughout DuPage County through enforcement and media campaigns; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Sheriff's Office, must enter into Inter-Governmental Agreement No. HS-24-0193, 0402 with the Illinois Department of Transportation, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the agreement is from October 1, 2023 through September 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. HS-24-0193, 0402 (ATTACHMENT II) between DuPage County and the Illinois Department of Transportation be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $39,027.00 (THIRTY-NINE THOUSAND, TWENTY-SEVEN AND NO/100 DOLLARS) be made to establish the Sustained Traffic Enforcement Program PY24 Grant, Company 5000 - Accounting Unit 4525, for the period October 1, 2023 through September 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign Agreement No. HS-24-0193, 0402 as an Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

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

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
SUSTAINED TRAFFIC ENFORCEMENT PROGRAM PY24 GRANT
INTER-GOVERNMENTAL AGREEMENT NO. HS-24-0193, 0402
COMPANY 5000 – ACCOUNTING UNIT 4525
$39,027

REVENUE		
41000-0005 - Federal Operating Grant - DOT	$ 39,027	
TOTAL ANTICIPATED REVENUE		$ 39,027
EXPENDITURES		
PERSONNEL		
50010-0000 - Overtime	39,027	
TOTAL PERSONNEL		$ 39,027
TOTAL ADDITIONAL APPROPRIATION		$ 39,027

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GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
County of DuPage

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of DuPage (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Department of Transportation

By: DocuSigned by: Signature on file

Signature of **Omer Osman P.E. Secretary of Transportation**

By: _____

Signature of Designee

Date: 10/6/2023 | 1:38 PM CDT

Printed Name: **Stephane B. Seck-Birhame**

Printed Title: **BSPE Bureau Chief**

Designee

Cou

By: DocuSigned by: Signature on file

Signature of Authorized Representative

Date: 10/6/2023 | 11:09 AM PDT

Printed Name: **James Mendrick**

Printed Title: **Sheriff**

E-mail: **james.mendrick@dupagesheriff.org**

By: _____

Signature of

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

By: _____

Signature of

Date: _____

Printed Name: _____

Printed Title: _____

Fourth Grantor Approver

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on 10/01/2023 and expires on 09/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be $39,026.88, of which $39,026.88 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): GRANTEE will submit claims for reimbursement directly to the GRANTOR for payment if the GRANTOR is to pay a Third Party for grant related goods/services; GRANTEE will submit a BSPE 500 Claim for Reimbursement along with required supporting documentation, if the GRANTOR is to pay the GRANTEE directly for grant related goods/services. See PART THREE for specific terms.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37522300004020IL0, the federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 12/15/2021. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 24-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-24-0193.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the

purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or

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further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

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ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

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ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any

such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State-issued Awards, but expends $300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within

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thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

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(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes

aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved

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using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

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ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq*.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR

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200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.
The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FY24 application packet for NOFO 24-0343-11. The funding shall be used as per the agreed upon budget pending the FY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

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EXHIBIT B

DELIVERABLES OR MILESTONES

(a) The Grantee shall submit the BSPE 205 Mobilizations Data Collection form OR submit through Amplifund within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov or data must be submitted through Amplifund.

(b) The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article X and Article XI in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit E and Part II of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

(c) Quarterly reports are due no later than 5:00 p.m. on: October 30, 2023; January 30, 2024; April 30, 2024; and the final report on July 30, 2024. Quarterly reports will consist of: Quarter 1 (July 1, 2023- September 30, 2023 due October 30, 2023); Quarter 2 (October 1, 2023- December 30, 2023 due January 30, 2024); Quarter 3 (January 1, 2024 - March 30, 2024 due April 30, 2024); and Quarter 4 (April 1, 2024 - June 30, 2024 due July 30, 2024). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the July 1, 2023 state fiscal year start date. In the event that an Agreement is not fully executed until after July 1, 2023, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(d) Monthly reports are due no later than 5:00 p.m. on: August 30, 2023; September 30, 2023; October 30, 2023, November 30, 2023; December 30, 2023; January 30, 2024; February 28, 2024; March 30, 2024; April 30, 2024; May 30, 2024; June 30, 2024; July 30, 2024. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: July 2023 due August 30, 2023; August 2023 due September 30, 2023; September 2023 due October 30, 2023; October 2023 due November 30, 2023; November 2023 due December 30, 2023; December 2023 due January 30, 2024; January 2024 due February 28, 2024; February 2024 due March 30, 2024; March 2024 due April 30, 2024; April 2024 due May 30, 2024; May 2024 due June 30, 2024; and June 2024 due July 30, 2024. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(e) The grants funding opportunities under NOFO 24-0343-11 may be funded both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

(f) The grantee's deliverables and milestones are explained in the performance plan. This plan can be found in the grantee's award in AmpliFund and it has also been attached to this grant agreement. This plan will be submitted to the grantor monthly to document progress toward the deliverables and milestones.

Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

Thanksgiving (Occupant Protection)
Christmas/New Year's (Impaired Driving)
St. Patrick's Day (Impaired Driving)
Memorial Day (Occupant Protection)
Independence Day (Impaired Driving)
Labor Day (Impaired Driving)

Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.
OOccupant Protection Enforcement:

• A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

• Thirty (30) percent of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

Impaired Driving Enforcement:

• Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from your assigned IDOT Safety Grant Administrator (GA). (See Exhibit D)

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

• All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted

by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:
Halloween (Impaired Driving)
Super Bowl (Impaired Driving)
Distracted Driving (Distracted Driving)
Child Passenger Safety (Occupant Protection)

Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

Occupant Protection Enforcement:

• See Mandatory Occupant Protection Enforcement Requirements (Exhibit E)

Impaired Driving Enforcement:

• See Mandatory Impaired Driving Enforcement Requirements (Exhibit E)

Distracted Driving Enforcement:

• Only conducted in the month of April.

• No time of day or week requirements.
CC. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

In the past, grantees would apply for a specific amount of funds for the type of additional enforcement.

Now, agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

Additional Enforcement Requirements:

• Additional Traffic Safety Enforcement Efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

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Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

• Additional Traffic Safety Enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.

• Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within two weeks (14 days) from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Brett Reichart

Title: Safety Grant Administrator

Address: 2300 S. Dirksen PKWY, Springfield, IL 62764

GRANTEE CONTACT

Name: Frank Bibbiano

Title:

Address: 421 N. County Farm Road, Wheaton, IL 60187

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Steve Esslinger	Name: N/A
Title: Safety Projects Manager	Title:
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764	Address:
Phone: 217-524-1001	Phone:
TTY#:	TTY#:
E-mail Address: Steven.Esslinger@illinois.gov	E-mail Address:

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee Shall:

I. Improve highway safety through the program as described on the proposal document of the application packet.

II. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These measures are listed below.

Performance Measures:
Total Traffic Fatalities
Serious Injuries in Traffic Crashes
Fatalities/VMT
Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions
Alcohol-Impaired Driving Fatalities
Speeding-Related Fatalities
Motorcyclist Fatalities
Unhelmeted Motorcyclist Fatalities
Drivers Age 20 or Younger Involved in Fatal Crashes
Pedestrian Fatalities
Bicyclist Fatalities
Observed Seat Belt Use for Passenger Vehicles, Front Seat Outboard Occupants (State Survey)*
Completeness of Crash Data
Racial Profiling Compliance Level

Performance Standards shall include:
I. Increased program utilization and/or awareness as described in the NOFO.

II. Statistical analysis of data given by Grantee's PPR and PFR to determine direct positive impacts on the safety program as described in the NOFO.

III. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

IV. Grant programs much be completed within the timeframe of the grant agreement.

V. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.

VI. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.
Mandatory and Optional Campaigns:

Occupant Protection:
1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Thirty (30) percent should be for occupant restraint violations.
a. Front and back seat child and adult occupants.

Impaired Driving:
1. A minimum of one DUI arrest for every fifteen (15) hours of patrol.

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2. Average a minimum of one (1) traffic citation for every sixty (60) minutes of patrol.

Distracted Driving (optional campaign only):
1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for electronic device use violations.

Additional Enforcement:
1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Average a minimum of two (2) traffic stops per hour.

Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

• Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.

• Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.

• Obtain and collect data from campaign. Report this information on the BSPE 205 form or through Amplifund .

• Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.

• The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.
passengers who have committed multiple violations.

• The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

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EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit E by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and E of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

No Risks Identified.

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PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer, board member, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.
5. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the

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procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for
$50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).

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5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/2023 effective date of the Agreement. 10/01/2023 reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 report for the period ending 11/30/2023 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as “Final Report” must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit the PPR and PFR for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor the PPR and PFR for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal: This Agreement may not be renewed.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: 402

FAIN: 69A3752230SUP4020IL0 and 69A37523300004020IL0

Assistance Listing 20.600

Award Dates: 5/16/2022, 11/30/2022, 2/14/2023

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and final reports are due to the Grantor by 5 p.m. on Friday, November 1, 2024. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

(a) The Grantee must submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

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(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.

(iii) Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit C of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit C of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit C of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

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VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(i) The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

(ii) The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

(iii) The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(1) Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Monday, September 30, 2024.

(i) Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional

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rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of this Agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

VI. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at http://www.idot.illinois.gov/transportation-system/safety/grants/index. The NHTSA website (www.nhtsa.gov) also

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provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and

v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will

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increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful

access to programs (70 FR at 74087 to 74100).

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(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending

HS-24-0192 County of DuPage – Budget

Start: **10/1/2023** End: **9/30/2024**

Budget View Settings

Options

☐Grant Year ☐Responsible Individuals ☐GL Accounts

Budget

Expense Budget +	Grant Funded	Total Cost
1. Personnel (Salaries and Wages) +		
Hire Back Deputy $	$39,026.88	$39,026.88
Subtotal	$39,026.88	**$39,026.88**
10. Research and Development (R&D) +		
Subtotal	$0.00	**$0.00**
11. Telecommunications +		
Subtotal	$0.00	**$0.00**
12. Training and Education +		
Subtotal	$0.00	**$0.00**
13. Direct Administrative Costs +		
Subtotal	$0.00	**$0.00**
14. Other or Miscellaneous Costs +		
Subtotal	$0.00	**$0.00**
2. Fringe Benefits +		
Subtotal	$0.00	**$0.00**
3. Travel +		
Subtotal	$0.00	**$0.00**
4. Equipment +		
Subtotal	$0.00	**$0.00**
5. Supplies +		
Subtotal	$0.00	**$0.00**
6. Contractual Services & Subawards +		
Subtotal	$0.00	**$0.00**
7. Consultant Services and Expenses +		
Subtotal	$0.00	**$0.00**
8. Construction +		
Subtotal	$0.00	**$0.00**

9. Occupancy (Rent and Utilities)

Subtotal	$0.00	**$0.00**

Indirect Cost

Subtotal	$0.00	**$0.00**
Total Expense Budget Cost	**$39,026.88**	**$39,026.88**

Revenue Budget	**Grant Funded**	**Total Revenue**
Grant Funding		
Awarded Amount	$39,026.88	$39,026.88
Subtotal	$39,026.88	**$39,026.88**
Match		
Cash Match		$0.00
In-Kind		$0.00
Subtotal		**$0.00**
	Total Revenue Budget Cost	**($39,026.88)**
	Total Overall Budget Cost	**$0.00**

Final FY24 STEP Campaign Breakdown-County of DuPage

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16
OVERTIME RATE	$ 90.34														
MANDATORY CAMPAIGN	**Occupant Protection**		**Total**		**Impaired Driving**		**Total**								
	Hours	OT RATE			Hours	OT RATE						**TOTAL OVERALL BUDGET**			$ 39,026.88
Thanksgiving	16	$ 90.34	$ 1 445.44		12	$ 90.34	$ 1 084.08					**TOTAL OVERALL HOURS**			432
Christmas/New Year's	32	$ 90.34	$ 2 890.88		36	$ 90.34	$ 3 252.24								
St. Patrick's Day	0	$ 90.34	$ -		36	$ 90.34	$ 3 252.24								
Memorial Day	40	$ 90.34	$ 3 613.60		16	$ 90.34	$ 1 445.44								
Independence Day	32	$ 90.34	$ 2 890.88		16	$ 90.34	$ 1 445.44								
Labor Day	32	$ 90.34	$ 2 890.88		16	$ 90.34	$ 1 445.44								
Total for each campaign	152		$ 13 731.68		132		$ 11 924.88								
OVERALL TOTAL FOR MANDATORY CAMPAIGNS			$ 25,656.56												
OPTIONAL CAMPAIGN	**Occupant Protection**		**Total**		**Impaired Driving**		**Total**		**Distracted Driving**		**Total**		**Speed Awareness**		**Total**
	Hours	OT RATE			Hours	OT RATE			Hours	OT RATE			Hours	OT RATE	
Child Passenger Safety	24	$ 90.34	$ 2 168.16		X	X	X		X	X	X		X	X	X
Halloween	8	$ 90.34	$ 722.72		8	$ 90.34	$ 722.72		X	X	X		X	X	X
Superbowl	0	$ 90.34	$ -		0	$ 90.34	$ -		X	X	X		X	X	X
Distracted Driving	X	X	X		X	X	X		32	$ 90.34	$ 2 890.88		X	X	X
Speed Awareness	X	X	X		X	X	X		X	X	X		36	$ 90.34	$ 3 252.24
Total for each campaign	32		$ 2 890.88		8		$ 722.72		32		$ 2 890.88		36		$ 3 252.24
OVERALL TOTAL FOR OPTIONAL CAMPAIGNS			$ 9,756.72												
ADDITIONAL ENFORCEMENT			**Total**												
	Hours	OT RATE													
Additional Enforcement	40	$ 90.34	$ 3 613.60												
Total for Additional	40		$ 3 613.60												
OVERALL TOTAL FOR ADDITIONAL ENFORCEMENT			$ 3,613.60	$ 35,413.28	**YOUR AGENCY CAN REQUEST UP TO 100% of the FUNDS PLANNED FOR MANDATORY AND OPTIONAL CAMPAIGNS MAXIMUM AMOUNT OF ADDITIONAL FUNDS THAT CAN BE APPLIED FOR IS LISTED TO THE LEFT IN GREEN.**										

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

File #: FI-R-0262-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.C.

BUDGET TRANSFERS-VARIOUS COMPANIES AND
ACCOUNTING UNITS FISCAL YEAR 2023

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2023 fiscal year; and

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

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

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1100
Company #

General Government / ARP Fund
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1215	57030	0000	**TRANSFER OUT HEALTH DEPARTMENT**	$ 174,000.00	4,347,718.93	4,173,718.93	11/9/23
			Total	$ 174,000.00			

To: 1100
Company #

ARP FUND
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1215	50000	0000	**REGULAR SALARIES**	$ 129,000.00	73,039.29	202,039.29	11/9/23
1215	50010	0000	**OVERTIME**	$ 15,000.00	18,058.89	33,058.89	11/9/23
1215	51010	0000	**EMPLOYER SHARE I.M.R.F.**	$ 18,000.00	1,675.95	19,675.95	11/9/23
1215	51030	0000	**EMPLOYER SHARE SOCIAL SECURITY**	$ 12,000.00	9,688.02	21,688.02	11/9/23
			Total	$ 174,000.00			

Reason for Request:

To realign ARPA FY23. Budget transfer to personnel for ARPA funded employees across all departments due to increased amount of work on capital projects (ARPA) and staff work on the Small Agency Program (ARPA Interest).

[redacted]
Department Head — Date 11/08/2023

Chief Financial Officer — Date 11/9/23

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

FIN/CB - 11/14/23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1100
Company #

RECORDER DOCUMENT STORAGE
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4310	50040		**PART TIME HELP**	$ 10,000.00	10,000.00	0	11/2/23
4310	50080		**SALARY & WAGE ADJUSTMENTS**	$ 22,734.00	27,215.00	4,481.00	11/2/23
			Total	$ 32,734.00			

To: 1100
Company #

RECORDER DOCUMENT STORAGE
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4310	50000		**REGULAR SALARIES**	$ 32,708.00	7,133.12	39,841.12	11/2/23
4310	51000		**BENEFIT PAYMENTS**	$ 26.00	(25.49)	0.51	11/2/23
			Total	$ 32,734.00			

Reason for Request:

To cover salaries for the remainder of the year and shortage in benefit payments account. FY23

[redacted]

Department Head — Date 11/2/2023

Chief Financial Officer — Date 11/6/23

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 11/14/23
CB - 11/14/23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1100
Company #

TORT LIABILITY INSURANCE
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1212	53828		**CONTINGENCIES**	$ 42,016.00	100,000.00	57,984.00	10/30/23
1212	50080		**SALARY & WAGE ADJUSTMENTS**	$ 21,612.00	21,612.00	Ø	10/30/23
			Total	$ 63,628.00			

To: 1100
Company #

TORT LIABILITY INSURANCE
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1212	50000		**REGULAR SALARIES**	$ 41,000.00	17,359.36	58,359.36	10/30/23
1212	51040		**EMPLOYEE MED & HOSP INSURANCE**	$ 22,628.00	(13,908.22)	8,719.78	10/30/23
			Total	$ 63,628.00			

Reason for Request:

Budget transfer needed to cover remaining estimated expenses for FY23 due in part to an increase of 4% and 2% in salaries for State's Attorneys charged out of Tort, as well as a change in benefit selection for employee medical insurance coverage.

Department Head — Date

Chief Financial Officer — Date 10/31/23

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

FIN - 11/14/23
CB - 11/14/23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

REGIONAL OFFICE OF EDUCATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
5700	52200		OPERATING SUPPLIES & MATERIALS	$ 79,195.00	97,989.03	18,794.03	10/17/23
5700	52000		FURN/MACH/EQUIP SMALL VALUE	$ 17,593.00	25,179.80	7,586.80	10/17/23
5700	53090		OTHER PROFESSIONAL SERVICES	$ 47,880.00	138,027.38	90,147.38	10/17/23
			Total	$ 144,668.00			

To: 1000
Company #

GENERAL FUND SPECIAL ACCOUNTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1180	53828		CONTINGENCIES	$ 144,668.00	1,889,673.00	2,034,341.00	10/17/23
			Total	$ 144,668.00			

Reason for Request:

Supplies: The FY24 carryover will have a planned completion of the supply purchases and distribution.
Printing: These dollars were not used, finding excellent cost savings in using the County Print Shop. This unanticipated cost savings is being proposed to move to the priority #1 of the school safety task force,
DuMART Cost Savings: Dupage Homeland Security and Emergency management will use current existing technology for the purpose of DuSMART callouts which has been tested and found highly effective. The remaining dollars are proposed to move to the training funds as mentioned above.
Personnel: We plan to hire a second school safety specialist to significantly increase the ROE capacity in FY24.

[redacted] 10/17/23
Department Head Date

10/20/23
Chief Financial Officer Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

FIN - 11/14/23
CB - 11/14/23

8

23-3578

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1000
Company #

JAIL OPERATIONS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4410	53090	0	**OTHER PROFESSIONAL SERVICES**	$ 76,323.00	123,157.03	46,834.03	10/26/23
4410	50099	0	**NEW PROGRAM REQUESTS-PERSONNEL**	$ 43,677.00	43,677.00	0	10/26/23
4403	50099	0	**NEW PROGRAM REQUESTS-PERSONNEL**	$ 10,237.00	10,237.00	0	10/26/23
			Total	$ 130,237.00			

To: 1000
Company #

JAIL OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4410	50040	0	**PART TIME HELP**	$ 65,000.00	71,383.49	136,383.49	10/26/23
4410	50050	0	**TEMPORARY SALARIES**	$ 54,000.00	(17,968.99)	36,031.01	10/26/23
4403	50040	0	**PART TIME HELP**	$ 11,237.00	2,383.07	13,620.07	10/26/23
			Total	$ 130,237.00			

Reason for Request:

Part Time and Temporary wages exceed budget for Jail Operations (difficulty in hiring nursing personnel and increased medical needs) and Crime Lab (increased cases for temporary employee).

[redacted] 10/26/23
Department Head Date

10/30/23
Chief Financial Officer Date

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

JPS - 11/7/23
FIN/CB-11/14/23

23-3579

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1000
Company #

COURT SECURITY
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4405	50010	0	**OVERTIME**	$ 170,000.00	214,794.38	44,794.38	10/26/23
4410	50020	0	**HOLIDAY PAY**	$ 15,000.00	491,299.76	476,299.76	10/26/23
4400	50099	0	**NEW PROGRAM REQUESTS-PERSONNEL**	$ 110,304.00	110,304.00	0	10/26/23
4415	50099	0	**NEW PROGRAM REQUESTS-PERSONNEL**	$ 9,752.00	9,752.00	0	10/26/23
4415	50090		**TOWNSHIP CONTRACTS - SHERIFF**	$ 35,000.00	93,304.90	128,304.90	10/26/23
			Total	$ 340,056.00			

To: 1000
Company #

JAIL OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4410	50010	0	**OVERTIME**	$ 170,000.00	236,913.60	406,913.60	10/26/23
4415	50020	0	**HOLIDAY PAY**	$ 15,000.00	162,439.87	177,439.87	10/26/23
4400	51060	0	**CELL PHONE STIPEND**	$ 500.00	(498.60)	1.40	10/26/23
4415	50010	0	**OVERTIME**	$ 154,556.00	109,896.81	264,452.81	10/26/23
			Total	$ 340,056.00			

Reason for Request:

Jail Overtime continues to exceed budget due to difficulty in recruiting. Law Enforcement Overtime is expected to be unusually high in the remainder of the year due to some significant cases. There is also a potemtial shortfall in Holiday Pay for Law Enforcement due to a transfer out earlier in the year. and a minor shortfall in Sheriff's Admin Cell Phone Stipend to move budget to the correct department.

[redacted] 10/26/2023
Department Head Date

10/30/23
Chief Financial Officer Date

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

JPS - 11/7/23
FIN/CB - 11/14/23

23-3580

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1000
Company #

SHERIFF ADMINISTRATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4400	52100		**I.T. EQUIPMENT-SMALL VALUE**	$ 15,974.00	48,897.96	32,923.96	10/19/23
			Total	$ 15,974.00			

To: 1000
Company #

SHERIFF ADMINISTRATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4400	54100		**IT EQUIPMENT**	$ 15,974.00	0.47	15,974.47	10/19/23
			Total	$ 15,974.00			

Reason for Request:

For PO#6575-0001-SERV the price of the Fortinet Fortiswtich is above the single item threshold of $5,000 requiring the expense to be classified as Capital. Budget Transfer needed to move the budget expense from Commodities Account Code 52100 to Capital Outlay Account Code 54100.

[redacted]

Department Head — Date 10/25/23

Chief Financial Officer — Date 10/30/23

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

JPS - 11/7/23

FIN/LB - 11/14/23

23-3542

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1000
Company #

GROUNDS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1102	50010		**OVERTIME**	$ 10,000.00	16,416.55	6,416.55	10/11/23
1102	54130		**CONSTR & OTHER MOTOR EQUIP**	$ 4,000.00	27,869.86	23,869.86	10/11/23
1102	52270		**MAINTENANCE SUPPLIES**	$ 3,000.00	62,033.50	59,033.50	10/11/23
			Total	$ 17,000.00			

To: 1000
Company #

GROUNDS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1102	50000		**REGULAR SALARIES**	$ 17,000.00	55,336.98	72,336.98	10/11/23
			Total	$ 17,000.00			

Reason for Request:

Budget transfer need to cover the cost of regular salaries for Grounds.

[redacted]
Department Head — Date 10/11/23

Activity _____ (optional)

Chief Financial Officer — Date 10/11/23

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** 217 **Acctg Period** 11

Entered By/Date MM 10/11/23 **Released & Posted By/Date** _____

PW - 11/07/23

FIN/CB - 11/14/23

23-3543

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
Company #

CENTRAL ADMIN
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
2665	54070		**WASTE WTR SYS INFRASTRUCTURE**	$ 10,500.00	329,000.00	318,500.00	10/24/23
			Total	$ 10,500.00			

To: 2000
Company #

CENTRAL ADMIN
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
2665	54080		**WATER DISTR SYS INFRASTRUCTURE**	$ 10,500.00	13,500.00	24,000.00	10/24/23
			Total	$ 10,500.00			

Reason for Request:

Public Works - $10,500 budget transfer needed between capital accounts for Water Distribution System Infrastructure for water consumer portal. Funds will move from account 2000-2665-54070(waste water system Infrastructure) to 2000-2665-54080(water distribution system infrastructure).

[redacted] 10/23/2023
Department Head Date

10/30/23
Chief Financial Officer Date

Activity (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

PW- 11/7/23

FIN/CB-11/14/23

23-3544

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
Company #

SEWER OPERATIONS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
2555	54030		**SEWER/WATER TREATMENT PLT CONS**	$ 430,000.00	6,375,628.04	5,945,628.04	10/24/23
			Total	$ 430,000.00			

To: 2000
Company #

WATER OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
2640	54080		**WATER DISTR SYS INFRASTRUCTURE**	$ 430,000.00	88,768.57	518,768.57	10/24/23
			Total	$ 430,000.00			

Reason for Request:

Public Works - $430,000 budget transfer needed between capital accounts for Water Distribution System Infrastructure for timing of NRWF water tower painting. Funds will move from account 2000-2555-54030(sewer/water treatment plt cons) to 2000-2640-54080(water distribution system infrastructure).

[redacted]
Department Head — Date 10/23/23

Chief Financial Officer — Date 10/30/23

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

PW - 11/7/23

FIN/CB - 11/14/23

23-3620

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

ACCESS & VISITATION GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1670	51040		**EMPLOYEE MED & HOSP INSURANCE**	$ 600.00	17,814.61	17,214.61	10/20/23
			Total	$ 600.00			

To: 5000
Company #

ACCESS & VISITATION GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
1670	51050		**FLEXIBLE BENEFIT EARNINGS**	$ 600.00	(150.00)	450.00	10/20/23
			Total	$ 600.00			

Reason for Request:

Budget transfer needed to accommodate for Flex Benefit Earnings that are paid out instead of covering medical insurance.

Department Head — Date

Chief Financial Officer — Date 10/20/23

Activity 2021-55-024004B
(optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

HS- 11/7/23
FIN/CB-11/14/23

23-3568

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1500
Company #

DOT ADMINISTRATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
3500	54199		**CAPITAL CONTINGENCY**	$ 305,000.00	2,500,000.00	2,195,000.00	11/1/23
			Total	$ 305,000.00			

To: 1500
Company #

DOT ADMINISTRATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
3500	54000		**LAND/RIGHT OF WAY**	$ 305,000.00	14,990.00	319,990.00	11/1/23
			Total	$ 305,000.00			

Reason for Request:

Additional funds needed for land acquisitions associated with the Warrenville Rd. bridge over the East Branch of the DuPage River, Naperville Rd from Ogden Ave to Warrenville Rd, and Lemont Rd from 87th St. to 83rd St. projects for land acquisition. As part of FY23 budget, land acquistion was budgeted in MFT. Decision made to fund land acquistion with LGT to reduce IDOT required processing.

[redacted] 10/30/23
Department Head Date

10/31/23
Chief Financial Officer Date

Activity _____
(optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

DOT - 11/7/23
FIN/CB - 11/14/23

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

File #: FI-R-0264-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.D.

AMENDMENT TO RESOLUTION FI-R-0376-22
FOR THE GRANT AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND NORTHERN ILLINOIS FOOD BANK
FOR THE USE OF ARPA FUNDS

WHEREAS, Resolution FI-R-0376-22 allows for the County of DuPage to enter into a grant agreement with Northern Illinois Food Bank, ensuring that households disproportionately impacted by the COVID-19 public health emergency have access to sufficient and wholesome food; and

WHEREAS, the County seeks to amend the existing grant agreement with Northern Illinois Food Bank by: (i) adding four additional months of funding; and (ii) increasing the contract total amount by $676,291, pursuant to Resolution FI-R-0373-22 which previously allocated five million dollars for food insecurity.

NOW, THEREFORE BE IT RESOLVED, that the DuPage County Board extends and allocates an additional $676,291 for the Northern Illinois Food Bank Fresh Produce Program and associated administrative costs, subject to the terms of the amended agreement; and

BE IT FURTHER RESOLVED, that the DuPage County Board hereby authorizes the DuPage County Board Chair to enter into the amended agreement attached hereto as Exhibit A.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EXHIBIT A

AMENDED GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND NORTHERN ILLINOIS FOOD BANK

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, Northern Illinois Food Bank ("NIFB") is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the County and NIFB are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The Purpose of this Agreement is to provide a process to reimburse NIFB for food, essential commodities, distribution, administration and related operational expenses. With this support, NIFB will be able to distribute fresh produce and essential commodities (e.g., diapers, wipes, toilet paper, and detergent) to local food pantries in DuPage County.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide reimbursement for food, essential commodities, distribution, administration and related operational expenses. To be eligible for reimbursement, NIFB expenses must be accrued in the period of October 1, 2022 through March 31, 2024.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall begin October 1, 2022 and remain in effect through May 31, 2024. Sections 6, 7, 8, 9, 11, 12, 13, 14, 15 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party,

the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.

6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to award NIFB $1,750,000 for food, essential commodities, distribution, administration and related operational expenses, with an additional award of $676,291 upon the signature of this amended agreement. Operational and administrative expenses related to the purchase and distribution of food and commodities to local food pantries may not exceed $61,291. Monthly payment is contingent upon NIFB submitting monthly invoices with itemized expenses to the County. Itemized breakdowns shall include a category for administrative and operational expenses. Monthly invoices must include backup documentation for itemized expenses, which may include, but not be limited to: invoices, receipts, check copies, payroll ledgers, and timesheets.
8. **Report to the County.** Effective November 1, 2022 through April 15, 2024, NIFB shall submit monthly performance measure reports to the County. Reports submitted on the 15th of the month shall reflect data through the end of the prior month. Reports shall include, but not be limited to: (1) the amount of food and other essential commodities purchased; and (2) the list of food pantries assisted with estimated value of items provided to each food pantry.
9. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
10. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original agreement or their successors in office.
11. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
12. **Sole Agreement.** This Agreement contains all negotiations between the County and NIFB. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
13. **Liability.**
    (a) NIFB agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by

the County, arising from the performance of this Agreement by NIFB, its officers, agents or employees. This clause will not be construed to bar any legal remedies NIFB may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of Section 15(a) of this Agreement to the contrary, indemnification under Section 15 of this Agreement shall be limited to $150,000, less any amount returned to the County pursuant to Section 10 of this Agreement, but said limitation shall not be applicable to any fines or penalties assessed by the Federal Government for failure to comply with the provisions of ARPA or other federal law.

(b) NIFB agrees to indemnify, save and hold the County harmless for any claims arising out of any events, including personal injury or other liability claims, for which NIFB receives reimbursement of any expenses.

14. **No Joint Venture or Partnership**. The County and NIFB are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.

15. **Audit**. Under ARPA, the use of these funds may be audited and reviewed. NIFB agrees to retain and provide access to all financial records and documents related to the grant for a period of seven (7) years for local, state and federal audit purposes.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO FOLLOW

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

The County of DuPage

By: _____

Print Name: Deborah A. Conroy

Title: County Board Chair

Date: November 14, 2023

Northern Illinois Food Bank

By: _____

Print Name: _____

Title: _____

Date: _____

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

File #: FI-R-0265-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.E.

RESOLUTION
FOR TOWNSHIPS THAT OPTED OUT
OF THE NORTHERN ILLINOIS FOOD BANK
FRESH PRODUCE PROGRAM

WHEREAS, Resolution FI-R-0180-23 allows for the County of DuPage to enter into agreements with various townships to provide direct payments to township food pantries who chose to opt out of the Northern Illinois Food Bank ("NIFB") Fresh Produce Program; and

WHEREAS, Resolution FI-R-0264-23 increases funding and extends the funding period for the NIFB Fresh Produce Program; and

WHEREAS, in coordination with Resolution FI-R-0264-23, the County desires to provide an additional direct payment to the township food pantries that previously opted out of the NIFB Fresh Produce Program; and

WHEREAS, the County allocates an additional $23,824 (Exhibit A) for direct payments to Addison Township, Bloomingdale Township and York Township, pursuant to Resolution FI-R-0373-22 which previously allocated five million dollars for food insecurity.

NOW, THEREFORE BE IT RESOLVED, that the County of DuPage allocates an additional $23,824 in direct payments to Addison Township, Bloomingdale Township and York Township.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EXHIBIT A

Township Name	Additional Direct Payment
Addison	$12,706
Bloomingdale	$6,268
York	$4,850
	$23,824

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

File #: FI-R-0266-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.F.

AUTHORIZATION TO TRANSFER FUNDS
FROM THE OPIOID SETTLEMENT FUND
TO THE DUPAGE COUNTY HEALTH DEPARTMENT
FOR FISCAL YEAR 2024

WHEREAS, DuPage County joined in the nationwide opioid litigation brought by various states and local governments against pharmaceutical distributors, pharmacy chains, and manufacturers for their part in the national opioid crisis; and

WHEREAS, pursuant to various opioid settlements, funds have been received by the County, to date, totaling approximately two million dollars; and

WHEREAS, DuPage County is authorized to use the opioid settlement proceeds for approved abatement programs, including programs that provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services; and

WHEREAS, the DuPage County Health Department is currently in the process of designing and building a Crisis Recovery Center and will be hiring staff to provide treatment and recovery support services that will serve the community currently as well as when the Crisis Recovery Center is open; and

WHEREAS, the DuPage County Board has allocated an amount not to exceed $850,000 for Fiscal Year 2024 for the establishment of the Crisis Recovery Center, specifically the hiring of necessary staff.

NOW, THEREFORE BE IT RESOLVED that the DuPage County Board hereby directs an amount not to exceed $850,000 of the National Opioid Settlement Funds (1100-1217) to the DuPage County Health Department for the hiring of necessary staff to provide treatment and recovery support services consistent with the terms of the opioid settlements.

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Financial Officer, upon consultation with the Executive Director of the DuPage County Health Department, is hereby authorized to transfer an amount not to exceed $850,000 (EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) in one or more transfers during the period of December 1, 2023, through November 30, 2024; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this Resolution to the Finance Department and the DuPage County Health Department.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY HEALTH DEPARTMENT
Everyone, Everywhere, Everyday

111 N. County Farm Rd., Wheaton, IL 60187

MEMORANDUM

TO: Deborah A. Conroy, County Board Chair
DuPage County Board Members

FROM: Adam Forker, Executive Director, DuPage County Health Department

DATE: 11/9/23

RE: Nationwide Opioid Settlement Funding Request

Background:

At the October 24th Finance Committee meeting, the DuPage County Health Department presented its FY24 budget proposal. That presentation showed a funding gap of $850,000 for the operations of the new Crisis Recovery Center. Board members asked where the additional funds to cover this gap would come from. The Health Department proposed various options to cover these expenses, including fundraising, reserves, and the possible use of National Opioid Settlement dollars. After the Health Department's presentation, both Chair Conroy and State's Attorney Bob Berlin have recommended that the National Opioid Settlement dollars would be an appropriate use of these dollars to fill the FY24 funding gap. Today, the Health Department is requesting $850,000 of the National Opioid Settlement dollars for FY24 to fund the anticipated costs needed for hiring the personnel necessary to staff the Central Receiving Center. Below is some background information on the settlement as well as what programs this request would cover.

National Opioid Settlement:

The nationwide settlements reached to resolve opioid litigation brought by states against pharmaceutical distributors, pharmacy chains, and manufacturers resulted in direct payments to DuPage County.

DuPage County joined the lawsuits to hold the defendants liable for causing the nation's opioid crisis by way of unfair and deceptive misconduct in marketing, commercializing, and promoting their opioid products, with the knowledge that opioids are highly addictive. Those actions created a public health crisis resulting in many needless deaths, as well as an unprecedented substance use disorder problem.

DuPage County began receiving settlement funds from various opioid lawsuits in 2022 and is expected to receive approximately $15 million to $20 million over the next 18 years. According to the County Finance Department, there are approximately $2,200,000 total funds available.

The settlement agreements mandate that at least 70 percent of all settlement funds be used to support opioid remediation or abatement programs. The terms outline specific approved opioid remediation uses that can be funded with money from the settlements. Together with DuPage County State's Attorney Bob Berlin, we reviewed the provisions of the agreement and determined our proposed use of the $850,000 are allowed by the terms of the agreement.

Crisis Recovery Center Operations:

The Health Department would use the $850,000 to expand staffing in our current Crisis Services Unit to allow for strategic growth. This will include Registered Nurses to build to 24/7 nursing in Crisis Residential, and added support of Certified Medical Assistants to assist our prescribers who serve our clients in a crisis setting. The Health Department plans to hire 17 new staff members throughout the year: Two certified medical assistants, two psychiatric nurses, four emergency services counselors, five resident assistants/safety specialists, two engagement specialists, an assistant director of the center, and a supervisor. This expansion will allow for the enhancement of our current crisis services and provide necessary training to prepare for a successful opening in 2025.

Not all positions identified will be filled at the beginning of the new Fiscal Year and be hired throughout the year. The resolution before the County Board indicates that no transfer of the $850,000 will occur, allowing the money to remain in the opioid fund and accrue interest until staff onboards.

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

File #: FI-P-0019-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.G.

AWARDING RESOLUTION ISSUED TO
ALLIANT INSURANCE SERVICES, INC. (COALITION)
TO SECURE CYBER LIABILITY INSURANCE
(CONTRACT TOTAL AMOUNT: $150,961.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant Insurance Services, Inc., for insurance carrier (Coalition) to provide Cyber Liability Insurance, for the period December 1, 2023 to December 1, 2024, for Finance-Tort Liability.

NOW, THEREFORE, BE IT RESOLVED, that County contract, covering said, to provide Cyber Liability Insurance for Finance-Tort Liability, for the period December 1, 2023 to December 1, 2024, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliant Insurance Services. Inc., 353 N. Clark Street, Chicago, IL 60654, for a contract total amount of $150,961.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: FI-P-0019-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $150,961.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $150,961.00
	CURRENT TERM TOTAL COST: $150,961.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Alliant/Mesirow Insurance Services, Inc. (Coalition)	VENDOR #: 12104 R02	DEPT: Finance	DEPT CONTACT NAME: Jim Morrissy
VENDOR CONTACT: Wendy Teller	VENDOR CONTACT PHONE: (312) 595-7495	DEPT CONTACT PHONE #: (630) 407-6116	DEPT CONTACT EMAIL: Jim.Morrissy@dupageco.org
VENDOR CONTACT EMAIL: Wendy.Teller@alliant.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.).
Secure Cyber Liability insurance to cover the County at a cost of $150,961. Health Department has their own.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Cyber Liability continues to reflect a rapidly expanding exposure with potential losses stemming from uncontrollable human events, such as a lost laptop, errant email, rogue employee, outside hackers and document destruction procedures. There are also business associate exposures and ever changing privacy laws. The purchase of Cyber Liability insurance provides access to a community of insurer-provided breach response experts familiar with cyber related laws and the necessary steps to be taken in the wake of a cyber event.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Broker solicited 11 cyber insurers. 7 declined and 4 were able to offer quotes.
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). The network security and privacy (cyber) liability program for DuPage County Government and Elected Officials expires on 12/1/23 with Beazley Insurance Company. The expiring program was bound with a $1,000,000 aggregate limit of liability at a $176,078 premium. Coalition was able to provide a higher limit of liability for a lower comparible cost. There is a $3,000,000 (each claim) retention for a total annual premium of $150,961 including taxes/fees.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn: Wendy Teller	Email: Wendy.Teller@alliant.com	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 353 N. Clark St	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60654	State: IL	Zip: 60187
Phone: (312) 595-7495	Fax: (312) 595-7163	Phone: (630) 407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 29278 Network Place	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60673-1292	State: IL	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Dec 1, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		This requisition is for DuPage County Cyber Liability Insurance	FY24	1100	1212	53130		150,961.00	150,961.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 150,961.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. $3,000,000 Limit and a retention of $250,000. This contract covers the period of December 1, 2023 to December 1, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

Executive Summary Cyber Liability:

BEAZLEY RENEWAL

The network security and privacy (cyber) liability program for DuPage County Government and Elected Officials expires on 12/1/23 with Beazley Insurance Company. The expiring program was bound with a $1,000,000 aggregate limit of liability with an additional 500,000 person limit for notifications and credit monitoring expenses, $500,000 for forensics and legal, and a further $1M for all breach responses costs (notifications, credit monitoring and forensic expenses) paid outside the limit of liability. There was a $1,000,000 (each claim) retention for a total annual premium of $170,000, or $176,078, including taxes/fees.

After a difficult few years, we were hoping for an easier renewal, despite the cyber market still being classed as "unstable". Ransomware claims have continued to litter the market, along with MetaPixel class action claims, and with that, underwriting scrutiny has increased further.

We're pleased to present that Beazley quoted a flat renewal, at $170,000 premium, with most terms, conditions as expiring. Further, after some strong negotiating and additional info from DuPage County Government and Elected Officials, Beazley were able to improve terms, offering increases to the following 1st party limits from $100,000 to $350,000: Cyber Extortion, Data Restoration, Business Interruption (both system failure and security failure) and Dependent Business Interruption (only security failure).

Due to underwriting changes at Beazley and reinsurance requirements, Beazley did add several new endorsements this year:

- MetaPixel/Tracking Exclusion
- Catastrophic Loss Exclusion (reduces limit to 50% on First Party losses)
- War and Cyber War Exclusion
- First Party Loss Exclusion Amendatory

ALTERNATIVE OPTIONS

Alliant did a thorough marketing as detailed in the summary below, knowing that the market had shifted since last renewal. We received alternative terms from three markets, Corvus, Travelers and Coalition, with the latter being the strongest. Coverages are summarized in the DuPage County Cyber Comparison document, and all premiums are detailed below: We recommend Coalition Option 2 below.

Corvus:

1. $1M limit in excess of $100,000 retention at $92,330 premium (excluding SLT)
2. $1M limit in excess of $150,000 retention at $87,745 (excluding SLT)
3. $2M limit in excess of $150,000 at $126,739 premium (excluding SLT)

Travelers:

1. $1M limit in excess of $100,000 retention at $93,154 premium (excluding SLT)
2. $2M limit in excess of $100,000 at $134,841 premium (excluding SLT)
3. $3M limit in excess of $150,000 at $165,440 premium (excluding SLT)

Coalition:

1. $1M limit in excess of $100,000 retention at $72,900 premium, $75,481 including all Surplus Lines Taxes and Fees
2. $3M limit in excess of $250,000 at $145,800 premium, $150,961 including all Surplus Lines Taxes & Fees
3. $5M limit in excess of $250,000 at $202,500 premium, $209,669 including all Surplus Lines Taxes & Fees

ALTERNATIVE OPTIONS, cont.

As is evident above, Coalition has the most competitive premiums and limit options. Two significant things of note which are highlighted in the comparison document:

- Coalition does provide a separate limit outside the limit of liability for Breach Response Services (forensics, legal, PR, etc). This limit is equal to the limit of liability quoted, so effectively doubles the total limit on offer.
- They do have a 50% coinsurance provision for ransomware at the moment. This can be removed with simple confirmation of the following: confirmation the applicant maintaining at least weekly backups of all sensitive or otherwise critical data and all critical business systems offline or on a separate network, or in the cloud. We have Confirmed IT meets this and this 50% coinsurance for ransomware is removed.
- Coalition would like to offer this insured a Ransomware Tabletop Exercise; at no additional cost to them, which DuPage County will participate in.

  This exercise would consist of one of Coalition's Panel Vendors virtually meeting with the insured to go over various Ransomware Scenarios with the insured. This can be customized to the insured's preference (i.e. maybe more higher-lever overview if the CFO, CEO, etc are involved; or more in-depth if just the IT team attend the Tabletop Exercise).

Privacy Breach Response Services – these expenses do NOT erode the maximum aggregate limit

The Company will provide Privacy Breach Response Services to the Insured Organization, in excess of the Retention, because of an incident (or reasonable suspected incident) that first takes place on or after the Retroactive Date and before the end of the Policy Period and is discovered by the Insured and is reported to the Underwriters during the Policy Period. Services to include:

1. for an attorney to provide necessary legal advice to the Insured Organization to evaluate its obligations pursuant to Breach Notice Laws or a Merchant Services Agreement and in connection with providing the Breach Response Services described below;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected Data Breach, and if such Data Breach is actively in progress on the Insured
   Organization's Computer Systems, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected Data Breach involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the Insured Organization's PCI compliance, as required by a Merchant Services Agreement;
4. to notify those individuals whose Personally Identifiable Information was potentially impacted by a
   Data Breach exceeding the Notified Individuals Threshold;
5. to provide a call center to respond to inquiries about a Data Breach that exceeds the Notified Individuals Threshold;
6. to provide a credit monitoring, identity monitoring or other solution listed in the Information Packet to individuals whose Personally Identifiable Information was potentially impacted by a Data Breach exceeding the Notified Individuals Threshold; and
7. public relations and crisis management costs directly related to mitigating harm to the Insured Organization which are approved in advance by the Underwriters in their discretion.

First Party Loss

To indemnify the Insured Organization for:

1. Business Interruption Loss that the Insured Organization sustains as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.
2. Dependent Business Loss that the Insured Organization sustains as a result of a Dependent Security Breach or a Dependent System Failure that the Insured first discovers during the Policy Period.
3. Cyber Extortion Loss that the Insured Organization incurs as a result of an Extortion Threat first made against the Insured Organization during the Policy Period.
4. Data Recovery Costs that the Insured Organization incurs as a direct result of a Security Breach that the Insured first discovers during the Policy Period.

This comparison is provided to you for informational purposes only. This document does not reflect the terms,

Primary Cyber Liability	2022 2023 Renewal	2023-2024 Option 1	2023-2024 Option 2-a	2023-2024 Option 2-b	2023-2024 Option 2-c	2023-2024 Option 3	2023-2024 Option 4
Insurance Company	**Beazley: Syndicate 2623/623 at Lloyd's**	**Beazley: Syndicate 2623/623 at Lloyd's**	**Coalition**	**Coalition**	**Coalition**	**Corvus**	**Travelers**
AM Best Rating	**As,XV**	**As,XV**	**As,XV**	**As,XV**	**As,XV**	**A++**	**As,XV**
Admitted / Non Admitted	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**
Premium Summary							
Policy Premium	$ 170,000.00	$ 170,000.00	$ 72,900.00	$ 113,400.00	$ 145,800.00	$ 92,330.00	$ 93,154.00
Surplus Lines Tax	$ 5,950.00	$ 5,950.00	$ 2,551.50	$ 3,969.00	$ 5,103.00	$ 3,231.55	$ 3,260.39
Surplus Lines Fee	$ 68.00	$ 68.00	$ 29.16	$ 45.36	$ 58.32	$ 36.93	$ 37.26
Total Premium	*$ 176,018.00*	*$ 176,018.00*	*$ 75,480.66*	*$ 117,414.36*	*$ 150,961.32*	*$ 95,598.48*	*$ 96,451.65*
Premium $ Δ YoY (Incl Tax & Fee)		*$0.00*	*-$97,100.00*	*-$56,600.00*	*-$24,200.00*	*-$77,670.00*	*-$76,846.00*
Premium % Δ YoY		*0%*	*-57%*	*-33%*	*-14%*	*-46%*	*28%*
Revenue Exposure	*$835,000,000*		*$835,000,000*	*$835,000,000*	*$835,000,000*	*$835,000,000*	*$835,000,000*
Policy Overview - Limit Comparison							
Each Claim	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Aggregate	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Notified Individuals	500,000	500,000	na	na	na	na	na
Additional 1st Party Limits							
Legal, Forensic & Public Relations/Crisis Management	$500,000	$500,000	$0	$0	$0	$0	$0
Additional Breach Response Costs Outside the Limit	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$0	$0
Total Limit	$2,500,000	$2,500,000	$2,000,000	$4,000,000	$6,000,000	$1,000,000	$1,000,000
3rd Party Coverage							
Security & Privacy Liability/Data & Network Liability	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Media Liability	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Regulatory Actions/Regulatory Defense & Penalties	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Payment Card Liabilities & Costs	$500,000	$500,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Contingent BI	Excluded	Excluded	$500,000	$500,000	$500,000	$250,000	$0
Contingent PD	Excluded	Excluded	$500,000	$500,000	$500,000	$0	$0
1st Party Coverage							
Privacy Breach Costs (Notification, Credit Monitoring, Forensic, PR, etc.)	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Regulatory Fines & Penalties	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party
PCI Fines & Penalties	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party	Incl in 3rd Party
Cyber Extortion	$100,000	$350,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Data Restoration/Data Recovery Costs	$100,000	$350,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Data Recovery System Failure	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Business Interruption	$100,000	$350,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Security Failure	Incl	Incl	Incl	Incl	Incl	Incl	Incl
System Failure	$100,000	$350,000	Incl	Incl	Incl	Incl	Incl
Voluntary Preventive Shutdown	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Dependent Business Income	$100,000	$350,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Security Failure (IT Service Provider)	Incl	Incl	Incl	Incl	Incl	Incl	Incl
Security Failure (Non-IT Service Provider)	Incl	Incl	Incl	Incl	Incl	Not included	Incl
System Failure (IT Service Provider)	Not included	Not included	$1,000,000	$1,000,000	$1,500,000	$1,000,000	$1,000,000
System Failure (Non-IT Service Provider)	Not included	Not included	Incl	Incl	Incl	Not included	Incl
Bricking Costs (shared limit with Cyber)	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$1,000,000
Including Industrial Control Systems	Yes (or Equipment)*	Yes (or Equipment)*	IoT, Systems Software	IoT, Systems Software	IoT, Systems Software	IoT, Systems Software	unknown
Including Non-IT Hardware	Yes (or Equipment)*	Yes (or Equipment)*	See Contingent PD	See Contingent PD	See Contingent PD	No	unknown
Reputational Harm (shared limit with Cyber)	$1,000,000	$1,000,000	$1,000,000	$2,000,000	$3,000,000	$1,000,000	$250,000
Criminal Reward	$50,000	$50,000	$25,000	$25,000	$25,000	$50,000	$25,000
Optional Extension Period	12 Months	12 months	1-3 Years	1-3 Years	1-3 Years	1-3 Years	1-3 Years
PreClaim Assistance	$0	$0	$5,000	$5,000	$5,000	$0	$5,000
Betterment/Post Breach Remedial	100 hours	100 hours	$0	$0	$0	$0	$0
Proof of Loss	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$25,000
Cyber Crime							
Fraudulent Instruction	$100,000	$100,000	$250,000	$250,000	$250,000	$500,000	$1,000,000
Fund Transfer Fraud	$250,000	$250,000	$250,000	$250,000	$250,000	$500,000	$1,000,000
Invoice Manipulation	$100,000	$100,000	$250,000	$250,000	$250,000	$500,000	$250,000
Service/Utility Fraud			$250,000	$250,000	$250,000	$250,000	$250,000
Telephone Fraud	$250,000	$250,000	Incl	Incl	Incl	Incl	Incl

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AM Best Rating	**As,XV**	**As,XV**	**As,XV**	**As,XV**	**As,XV**	**A++**	**As,XV**
Admitted / Non Admitted	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**
Crypto jacking	$250,000	$250,000	Inc	Inc	Inc	Inc	Not included
Phishing Response Services (Client Investigative Expenses)			$250,000	$250,000	$250,000	$0	$0
Self Insured Retention/Deductibles							
Self Insured Retention	$1,000,000	$1,000,000	$100,000	$250,000	$250,000	$100,000	$100,000
Waiting Period	12 Hours	12 Hours	8 Hours	8 Hours	8 Hours	12 Hours	12 Hours
Reputation Loss Waiting Period	N/A	N/A	14 days	14 days	14 days	14 days	14 days
Restoration Period	180 days	180 days	365 days	365 days	365 days	6 months	180 days
Notified Individuals Threshold	100 individuals	100 individuals	na	na	na	na	na
Legal, Forensic & Public Relations/Crisis Management	$500,000; $250,000 for Legal	$500,000; $250,000 for Legal	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
$0 Retention for Service From Panel Incident Response	N/A	N/A	Yes	Yes	Yes	Not offered	Not offered
MFA Retention Discount	N/A	N/A	$10,000	$10,000	$10,000	Not offered	Not offered
Notable Terms							
Meta Pixel/Tracking Exclusion		Yes	Yes, but carveback for covered regulatory or breach claim	Yes, but carveback for covered regulatory or breach claim	Yes, but carveback for covered regulatory or breach claim	No	No
Wrongful Collection Exclusion	Yes, carveback for defense thereof	Yes, carveback for defense thereof	Yes, but carveback for covered regulatory or breach claim	Yes, but carveback for covered regulatory or breach claim	Yes, but carveback for covered regulatory or breach claim	No	Yes
Biometric Exclusion	Silent	Silent	Yes	Yes	Yes	No	Yes
Catastrphic Loss Exclusion	No	Yes, 50% BI, DBI, Extotion and Data Asset limit	No	No	No	No	No
War and Cyber War Exclusion		New					
Choice of Counsel	duty to defend	duty to defend	duty to defend	duty to defend	duty to defend	duty to defend	duty to defend
Hammer Clause	60%/40%	60%/40%	80%/20%	80%/20%	80%/20%	80%/20%	unknown
Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts
Additional Insured Status	Blanket per contract	Blanket per contract	Blanket per contract	Blanket per contract	Blanket per contract	Not offered	Not offered
Control Group	any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the Insured Organization and any individual in a substantially similar position	any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the Insured Organization and any individual in a substantially similar position	any partner, principal, general counsel, risk manager, chief information security officer, chief financial officer, chief executive officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.	any partner, principal, general counsel, risk manager, chief information security officer, chief financial officer, chief executive officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.	any partner, principal, general counsel, risk manager, chief information security officer, chief financial officer, chief executive officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.	CEO, CFO, CIO, COO, CISO, CLO/GC, RM or functional equivalent	any partner, principal, general counsel, risk manager, chief information security officer, chief financial officer, chief executive officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.
Inhouse Claims Opinions	Proven Trackrecord	Proven Trackrecord	Full in house	Full in house	Full in house	Full in house	Full in house
Risk Control	Yes-Additional Services Included based on Premium level - see literature.	Yes-Additional Services Included based on Premium level - see literature.	Yes: ransomware table top	Yes: ransomware table top	Yes: ransomware table top	Corvus Signal dashboard	
Subsidiary Acquisition	15%	15%	20%	20%	20%	20%	15%

Primary Cyber Liability	2022 2023 Renewal	2023-2024 Option 1	2023-2024 Option 2-a	2023-2024 Option 2-b	2023-2024 Option 2-c	2023-2024 Option 3	2023-2024 Option 4
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AM Best Rating	**As,XV**	**As,XV**	**As,XV**	**As,XV**	**As,XV**	**A++**	**As,XV**
Admitted / Non Admitted	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**	**Non-Admitted**
Subjectivities							
		1. Prior to Binding: All submitted applications must be signed/dated. 2. Prior to Binding: Confirmation that each department is segmented from one another	1. An authorized representative of the Named Insured signs the Coissuance of a binder or insurance coverage will not take effect.	1. An authorized representative of the Named Insured signs the Coissuance of a binder or insurance coverage will not take effect.	1. An authorized representative of the Named Insured signs the Coissuance of a binder or insurance coverage will not take effect.	1. TRIA Waiver if coverage is rejected (attached to quote). 2. A completed, signed and dated Corvus Smart Cyber Application. Please note we will need favorable responses to bind including: Backups stored offline or on a separate network; Secure Email Gateway, MFA for email access; MFA for remote access; Access Management Solution for privileged accounts; EDR; Cyber security training for all employees. **Prefilled version attached to quote**	1 Travelers Application (Attached) 2. Provide confirmation that all of the critical vulnerabilities have been remediated

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11/01/2023

Bid/Contract/PO #: 20-204-FIN

Company Name:	Mesirow Insurance Services, Inc.	Company Contact:	Michael Mackey
Contact Phone:	(312) 595-7900	Contact Email:	michael.mackey@alliant.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael Mackey

Title Executive Vice President

Date 11/01/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 1 **(total number of pages)**

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

File #: FI-P-0020-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.H.

AWARDING RESOLUTION ISSUED TO
ALLIANT INSURANCE SERVICES, INC.
(NATIONAL CASUALTY COMPANY)
FOR EMPLOYMENT PRACTICES LIABILITY INSURANCE
FOR THE COUNTY AND HEALTH DEPARTMENT
(CONTRACT TOTAL AMOUNT: $52,708.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant Insurance Services, Inc. (National Casualty Company) to provide Employment Practices Liability Insurance for the County and the Health Department, for the period December 1, 2023 to December 1, 2024 for Finance-Tort Liability.

NOW, THEREFORE, BE IT RESOLVED, that said contract for Employment Practices Liability Insurance for the County and the Health Department, for the period December 1, 2023 to December 1, 2024 for Finance-Tort Liability, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliant Insurance Services, Inc., 353 N. Clark Street, Chicago, Illinois 60654, for a contract total amount not to exceed $52,708.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: FI-P-0020-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $52,708.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $52,708.00
	CURRENT TERM TOTAL COST: $52,708.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Alliant/Mesirow Insurance Services, Inc. (National Casualty Company)	VENDOR #: 12104 R02	DEPT: Finance	DEPT CONTACT NAME: Jim Morrissy
VENDOR CONTACT: Wendy Teller	VENDOR CONTACT PHONE: (312) 595-7495	DEPT CONTACT PHONE #: (630) 407-6116	DEPT CONTACT EMAIL: Jim.Morrissy@dupageco.org
VENDOR CONTACT EMAIL: Wendy.Teller@alliant.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.).
Secure Employment Practices Liability Insurance at a cost of $52,708.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To secure coverage for lawsuits brought against the policies or individual supervisors of the County and the DuPage County Health Department. This is an underlying policy that covers County losses over a retention of $150,000.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Broker solicited 5 insurance carriers.
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). The Program originally under Freedom Specialty is moving to National Casualty Company paper. The market remains limited for this line of coverage on a monoline basis for public entities. We approached five (5) markets for quotations. The incumbent carrier, Freedom Specialty/National Casualty Company provides their renewal proposal at no increase for the expiring $150,000 retention.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn: Wendy Teller	Email: Wendy.Teller@alliant.com	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 353 N. Clark St	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60654	State: IL	Zip: 60187
Phone: (312) 595-7495	Fax: (312) 595-7163	Phone: (630) 407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 29278 Network Place	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60673-1292	State: IL	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Dec 1, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		This requisition is for Employment Practices Liability Insurance for the County, Health Department and Chief Judge.	FY24	1100	1212	53130		52,708.00	52,708.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 52,708.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. $2,000,000 Limit; $150,000 Retention This contract covers the period of December 1, 2023 to December 1, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

Executive Summary Commercial Insurance

Alliant Insurance Services (formerly Mesirow) worked closely with the County's risk management staff to gather necessary information to prepare a thorough underwriting submission. We greatly appreciate the support of these individuals and others who assisted in the development of the required underwriting and loss data.

The 2023 insurance market continues to be challenging with carriers reducing capacity and strictly scrutinizing certain exposures including law enforcement liability and property. Carriers continue to experience increasing losses due to inflation, ongoing catastrophic property losses and growing nuclear verdicts. Further, property underwriters are focused on appropriate insured values more than ever before. Therefore, to ensure the best result available in the marketplace, we approached thirty-five (35) carriers in all for proposals on the various lines of coverage.

Property:

We are thrilled to present the renewal from the incumbent carrier, Chubb. They were pleased with the DuPage risk management staff's efforts to review the valuations, and along with the outstanding loss history, have offered a renewal program that is essentially a flat rate renewal, which is unheard of in today's insurance marketplace. The overall premium has increased with the increase in insured values, but the rate is essentially flat.

Excess Liability and Excess Workers Compensation:

Safety National offers the best option for the lead excess layer and the workers compensation. Premiums are increased from expiring, but this is largely due to increased payroll and overall budget numbers which have increased 13% and 20% from expiring. On the excess layers, we were successful in securing competitive options from Berkley and Upland on the $5 million layer above Safety National. This layer is currently shared by Homesite and Kinsale, Berkley quoted the entire layer at a similar premium, and Upland provided a competitive quote that will save about $19,000. The Upland quote provides defense is outside the limits on Law Enforcement Liability, where Kinsale is defense inside the limits.

Ancillary Lines such as Employment Liability, etc.:

As we typically see, many of the small premium policies and ancillary lines have renewal premiums that are very close to expiring. The main exception this year is in the accident policies for the volunteers and ride-along. These premiums are experiencing rate increases this year, but the main driver for premium increase is the increased numbers of participants. While the percentage seems large, the overall premium dollar amount is minimal in the overall insurance program. In addition, as we usually see at renewal, the underground storage tank premium increases as the tanks continue to age.

Premium Summary and Comparison

Line of Coverage		Renewal Premium Effective 12/1/2022-2023		Renewal Premium Effective 12/1/2023-2024
Property Insurance				
$350,000,000 Limit, $500,000 Deductible - **Chubb**	**$**	**358,281**	**$**	**373,051**
Excess Workers Compensation				
$2,000,000 SIR - **Safety National**	**$**	**172,321**	**$**	**199,751**
Excess Liability Including GL, EBL, AU, POL, EPL, and LEL				
$5,000,000 primary - excess $2,000,000 SIR - **Safety National**	$	277,160	$	317,354
$5,000,000 excess $5,000,000 primary insurance - **Upland Specialty**	$	261,337	$	290,062
$10,000,000 excess $10,000,000 Excess Liability - **AWAC**	$	148,631	$	176,882
Premium Subtotal -	**$**	**687,128**	**$**	**784,298**
		$20 Million Limit		$20 Million Limit
Employment Practices Liability				
$2,000,000 Limit, $150,000 retention	$	52,708	$	52,708
Environmental - Underground Storage Tanks				
$2,000,000 limit expiring/$1,000,000 limit renewal - Liberty	$	12,429	$	14,289
Environmental - Professional Liability - Admiral	$	2,450	$	2,521
Veterinarian Professional Liability - Evanston	$	3,885	$	4,079
Travel Accident - Chubb				
County Volunteers	$	3,126	$	4,239
Ride-Along	$	1,226	$	2,906
D&O - Workforce Board - Chubb	$	1,005	$	1,004
Auto Physical Damage - Animal Services Van - National Indemnity	$	11,124	$	12,124
Crime - Liberty				
DuPage County Community Services (money mgt program) 1-year policy	$	316	$	316
DuPage County, IL 3-year policy		renews in 24		renews in 24
Office of the Circuit Court 3-year policy		renews in 24		renews in 24
DuPage County Insurance Premium Total	**$**	**1,305,999**	**$**	**1,451,286**
		$20 Million Excess Limit		$20 Million Excess Limit

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11/01/2023

Bid/Contract/PO #: 20-204-FIN

Company Name:	Mesirow Insurance Services, Inc.	Company Contact:	Michael Mackey
Contact Phone:	(312) 595-7900	Contact Email:	michael.mackey@alliant.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael Mackey

Title Executive Vice President

Date 11/01/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 1 **(total number of pages)**

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

File #: FI-P-0022-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.I.

AWARDING RESOLUTION ISSUED TO
ALLIANT INSURANCE SERVICES, INC. (CHUBB)
FOR PROPERTY INSURANCE FOR COUNTY PROPERTY
INCLUDING THE HEALTH DEPARTMENT
(CONTRACT TOTAL AMOUNT: $373,051.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant Insurance Services, Inc., (Chubb) to provide Property Insurance for County properties including the Health Department, this contract also includes flood coverage insurance, for the period December 1, 2023 to December 1, 2024, for the Finance Department.

NOW, THEREFORE, BE IT RESOLVED, that County contract, covering said, to secure Property Insurance for all County Properties including the Health Department, including flood coverage insurance, for the Finance Department, for the period December 1, 2023 to December 1, 2024, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliant Insurance Services, Inc., 353 N. Clark Street, Chicago, IL 60654, for a contract total not to exceed $373,051.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: FI-P-0022-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $373,051.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $373,051.00
	CURRENT TERM TOTAL COST: $373,051.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Alliant/Mesirow Insurance Services, Inc. (Chubb)	VENDOR #: 12104 R02	DEPT: Finance	DEPT CONTACT NAME: Jim Morrissy
VENDOR CONTACT: Wendy Teller	VENDOR CONTACT PHONE: (312) 837-4734	DEPT CONTACT PHONE #: (630) 407-6116	DEPT CONTACT EMAIL: Jim.Morrissy@dupageco.org
VENDOR CONTACT EMAIL: Wendy.Teller@alliant.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.).
Secure Property Insurance for DuPage County and DuPage County Health Department property at a cost of $373,051.00

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This insurance is to prevent a major financial loss for the County in the event of property damage. Property insurance has always been purchased by the County. This is a renewal of an existing policy with a retention of $500,000.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Broker solicited 10 insurance carriers.
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). Property insurance will be obtained by Chubb at a cost of $373,051. Of the 10 carriers solicited the Incumbent carrier Chubb offers the most competitive option for renewal. Their rates are competitive however, Chubb has required further increases in insured values, generating a higher renewal premium. Overall, the total insured values provided by the County have increased generating an increase in premium solely based on valuation/rating basis but the rate is essentially flat to prior year.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn: Wendy Teller	Email: Wendy.Teller@alliant.com	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 353 N. Clark St	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60654	State: IL	Zip: 60187
Phone: (312) 5957495	Fax: (312) 595-7163	Phone: (630) 407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 29278 Network Place	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60673-1292	State: IL	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Dec 1, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		This requisition is for Property Insurance for the County including the Health Department	FY24	1000	1200	53120		373,051.00	373,051.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 373,051.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract covers the period of December 1, 2023 to December 1, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

Executive Summary Commercial Insurance

Alliant Insurance Services (formerly Mesirow) worked closely with the County's risk management staff to gather necessary information to prepare a thorough underwriting submission. We greatly appreciate the support of these individuals and others who assisted in the development of the required underwriting and loss data.

The 2023 insurance market continues to be challenging with carriers reducing capacity and strictly scrutinizing certain exposures including law enforcement liability and property. Carriers continue to experience increasing losses due to inflation, ongoing catastrophic property losses and growing nuclear verdicts. Further, property underwriters are focused on appropriate insured values more than ever before. Therefore, to ensure the best result available in the marketplace, we approached thirty-five (35) carriers in all for proposals on the various lines of coverage.

Property:

We are thrilled to present the renewal from the incumbent carrier, Chubb. They were pleased with the DuPage risk management staff's efforts to review the valuations, and along with the outstanding loss history, have offered a renewal program that is essentially a flat rate renewal, which is unheard of in today's insurance marketplace. The overall premium has increased with the increase in insured values, but the rate is essentially flat.

Excess Liability and Excess Workers Compensation:

Safety National offers the best option for the lead excess layer and the workers compensation. Premiums are increased from expiring, but this is largely due to increased payroll and overall budget numbers which have increased 13% and 20% from expiring. On the excess layers, we were successful in securing competitive options from Berkley and Upland on the $5 million layer above Safety National. This layer is currently shared by Homesite and Kinsale, Berkley quoted the entire layer at a similar premium, and Upland provided a competitive quote that will save about $19,000. The Upland quote provides defense is outside the limits on Law Enforcement Liability, where Kinsale is defense inside the limits.

Ancillary Lines such as Employment Liability, etc.:

As we typically see, many of the small premium policies and ancillary lines have renewal premiums that are very close to expiring. The main exception this year is in the accident policies for the volunteers and ride-along. These premiums are experiencing rate increases this year, but the main driver for premium increase is the increased numbers of participants. While the percentage seems large, the overall premium dollar amount is minimal in the overall insurance program. In addition, as we usually see at renewal, the underground storage tank premium increases as the tanks continue to age.

Premium Summary and Comparison

Line of Coverage		Renewal Premium Effective 12/1/2022-2023		Renewal Premium Effective 12/1/2023-2024
Property Insurance				
$350,000,000 Limit, $500,000 Deductible - **Chubb**	**$**	**358,281**	**$**	**373,051**
Excess Workers Compensation				
$2,000,000 SIR - **Safety National**	**$**	**172,321**	**$**	**199,751**
Excess Liability Including GL, EBL, AU, POL, EPL, and LEL				
$5,000,000 primary - excess $2,000,000 SIR - **Safety National**	$	277,160	$	317,354
$5,000,000 excess $5,000,000 primary insurance - **Upland Specialty**	$	261,337	$	290,062
$10,000,000 excess $10,000,000 Excess Liability - **AWAC**	$	148,631	$	176,882
Premium Subtotal -	**$**	**687,128**	**$**	**784,298**
		$20 Million Limit		$20 Million Limit
Employment Practices Liability				
$2,000,000 Limit, $150,000 retention	$	52,708	$	52,708
Environmental - Underground Storage Tanks				
$2,000,000 limit expiring/$1,000,000 limit renewal - Liberty	$	12,429	$	14,289
Environmental - Professional Liability - Admiral	$	2,450	$	2,521
Veterinarian Professional Liability - Evanston	$	3,885	$	4,079
Travel Accident - Chubb				
County Volunteers	$	3,126	$	4,239
Ride-Along	$	1,226	$	2,906
D&O - Workforce Board - Chubb	$	1,005	$	1,004
Auto Physical Damage - Animal Services Van - National Indemnity	$	11,124	$	12,124
Crime - Liberty				
DuPage County Community Services (money mgt program) 1-year policy	$	316	$	316
DuPage County, IL 3-year policy		renews in 24		renews in 24
Office of the Circuit Court 3-year policy		renews in 24		renews in 24
DuPage County Insurance Premium Total	**$**	**1,305,999**	**$**	**1,451,286**
		$20 Million Excess Limit		$20 Million Excess Limit

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11/01/2023

Bid/Contract/PO #: 20-204-FIN

Company Name:	Mesirow Insurance Services, Inc.	Company Contact:	Michael Mackey
Contact Phone:	(312) 595-7900	Contact Email:	michael.mackey@alliant.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael Mackey

Title Executive Vice President

Date 11/01/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 1 **(total number of pages)**

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

File #: FI-P-0021-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.J.

AWARDING RESOLUTION ISSUED TO
ALLIANT INSURANCE SERVICES, INC.
(SAFETY NATIONAL/UPLAND SPECIALTY/AWAC)
FOR EXCESS GENERAL AND AUTOMOBILE
LIABILITY INSURANCE SERVICES
(CONTRACT TOTAL AMOUNT: $784,298.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant Insurance Services Inc., (Safety National/Upland Specialty/AWAC) to provide Excess General and Automobile Liability Insurance for the County and the Health Department, for the period December 1, 2023 to December 1, 2024, for Finance-Tort Liability.

NOW, THEREFORE, BE IT RESOLVED, that said contract for Excess General and Automobile Liability Insurance for the County and the Health Department, for the period December 1, 2023 to December 1, 2024, for Finance-Tort Liability, be, and it is hereby approved for issuance of contract purchase order by the Procurement Division to Alliant Insurance Services, Inc., 353 N. Clark Street, Chicago, Illinois 60654, for a contract total amount not to exceed $784,298.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: FI-P-0021-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $784,298.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $784,298.00
	CURRENT TERM TOTAL COST: $784,298.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:

Vendor Information		*Department Information*	
VENDOR: Alliant/Mesirow Insurance Services, Inc. (Safety National/Upland Speciality/ AWAC)	VENDOR #: 12104 R02	DEPT: Finance	DEPT CONTACT NAME: Jim Morrissy
		DEPT CONTACT PHONE #: (630) 407-6116	DEPT CONTACT EMAIL: Jim.Morrissy@dupageco.org
VENDOR CONTACT: Wendy Teller	VENDOR CONTACT PHONE: (312) 595-7495	DEPT REQ #:	
VENDOR CONTACT EMAIL: Wendy.Teller@alliant.com	VENDOR WEBSITE:		

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.). Secure Excess Liability Insurance for DuPage County and the DuPage County Health Department at a cost of $784,298.
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To protect the County and the Health Department against catastrophic liability loss. The County has carried excess liability coverage since 1995, to ensure that if a major loss occurs, there is coverage without the risk of depleting our reserves.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Broker solicited 16 insurance carriers.
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). Safety National continues to provide the best option for the lead excess layer and the workers compensation. The incumbent carriers on the excess limits also provide the best renewal. A 14% increase on the excess liability.Premiums are increased from expiring, but this is largely due to increased payroll and overall budget numbers which have increased 13% and 20% from expiring. On the excess layers, we were successful in securing competitive options from Berkley and Upland on the $5 million layer above Safety National. This layer is currently shared by Homesite and Kinsale, Berkley quoted the entire layer at a similar premium, and Upland provided a competitive quote that will save about $19,000. The Upland quote provides defense is outside the limits on Law Enforcement Liability, where Kinsale is defense inside the limits.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn: Wendy Teller	Email: Wendy.Teller@alliant.com	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 353 N. Clark St	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60654	State: IL	Zip: 60187
Phone: (312)595-7495	Fax: (312) 595-7163	Phone: (630) 407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 29278 Network Place	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60673-1292	State: IL	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Dec 1, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		This requisition is for General and Automobile Liability Insurance Services. Safety National	FY24	1100	1212	53130		317,354.00	317,354.00
2	1	EA		Upland Specialty	FY24	1100	1212	53130		290,062.00	290,062.00
3	1	EA		AWAC	FY24	1100	1212	53130		176,882.00	176,882.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 784,298.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. $5,000,000 Total Excess; $2,000,000 SIR - $5M excess $5M primary - $10M excess $10M Excess Liability. This contract covers the period of December 1, 2023 to December 1, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

Executive Summary Commercial Insurance

Alliant Insurance Services (formerly Mesirow) worked closely with the County's risk management staff to gather necessary information to prepare a thorough underwriting submission. We greatly appreciate the support of these individuals and others who assisted in the development of the required underwriting and loss data.

The 2023 insurance market continues to be challenging with carriers reducing capacity and strictly scrutinizing certain exposures including law enforcement liability and property. Carriers continue to experience increasing losses due to inflation, ongoing catastrophic property losses and growing nuclear verdicts. Further, property underwriters are focused on appropriate insured values more than ever before. Therefore, to ensure the best result available in the marketplace, we approached thirty-five (35) carriers in all for proposals on the various lines of coverage.

Property:

We are thrilled to present the renewal from the incumbent carrier, Chubb. They were pleased with the DuPage risk management staff's efforts to review the valuations, and along with the outstanding loss history, have offered a renewal program that is essentially a flat rate renewal, which is unheard of in today's insurance marketplace. The overall premium has increased with the increase in insured values, but the rate is essentially flat.

Excess Liability and Excess Workers Compensation:

Safety National offers the best option for the lead excess layer and the workers compensation. Premiums are increased from expiring, but this is largely due to increased payroll and overall budget numbers which have increased 13% and 20% from expiring. On the excess layers, we were successful in securing competitive options from Berkley and Upland on the $5 million layer above Safety National. This layer is currently shared by Homesite and Kinsale, Berkley quoted the entire layer at a similar premium, and Upland provided a competitive quote that will save about $19,000. The Upland quote provides defense is outside the limits on Law Enforcement Liability, where Kinsale is defense inside the limits.

Ancillary Lines such as Employment Liability, etc.:

As we typically see, many of the small premium policies and ancillary lines have renewal premiums that are very close to expiring. The main exception this year is in the accident policies for the volunteers and ride-along. These premiums are experiencing rate increases this year, but the main driver for premium increase is the increased numbers of participants. While the percentage seems large, the overall premium dollar amount is minimal in the overall insurance program. In addition, as we usually see at renewal, the underground storage tank premium increases as the tanks continue to age.

Premium Summary and Comparison

Line of Coverage		Renewal Premium Effective 12/1/2022-2023		Renewal Premium Effective 12/1/2023-2024
Property Insurance				
$350,000,000 Limit, $500,000 Deductible - **Chubb**	**$**	**358,281**	**$**	**373,051**
Excess Workers Compensation				
$2,000,000 SIR - **Safety National**	**$**	**172,321**	**$**	**199,751**
Excess Liability Including GL, EBL, AU, POL, EPL, and LEL				
$5,000,000 primary - excess $2,000,000 SIR - **Safety National**	$	277,160	$	317,354
$5,000,000 excess $5,000,000 primary insurance - **Upland Specialty**	$	261,337	$	290,062
$10,000,000 excess $10,000,000 Excess Liability - **AWAC**	$	148,631	$	176,882
Premium Subtotal -	**$**	**687,128**	**$**	**784,298**
		$20 Million Limit		$20 Million Limit
Employment Practices Liability				
$2,000,000 Limit, $150,000 retention	$	52,708	$	52,708
Environmental - Underground Storage Tanks				
$2,000,000 limit expiring/$1,000,000 limit renewal - Liberty	$	12,429	$	14,289
Environmental - Professional Liability - Admiral	$	2,450	$	2,521
Veterinarian Professional Liability - Evanston	$	3,885	$	4,079
Travel Accident - Chubb				
County Volunteers	$	3,126	$	4,239
Ride-Along	$	1,226	$	2,906
D&O - Workforce Board - Chubb	$	1,005	$	1,004
Auto Physical Damage - Animal Services Van - National Indemnity	$	11,124	$	12,124
Crime - Liberty				
DuPage County Community Services (money mgt program) 1-year policy	$	316	$	316
DuPage County, IL 3-year policy		renews in 24		renews in 24
Office of the Circuit Court 3-year policy		renews in 24		renews in 24
DuPage County Insurance Premium Total	**$**	**1,305,999**	**$**	**1,451,286**
		$20 Million Excess Limit		$20 Million Excess Limit

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11/01/2023

Bid/Contract/PO #: 20-204-FIN

Company Name:	Mesirow Insurance Services, Inc.	Company Contact:	Michael Mackey
Contact Phone:	(312) 595-7900	Contact Email:	michael.mackey@alliant.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael Mackey

Title Executive Vice President

Date 11/01/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 1 **(total number of pages)**

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

File #: FI-P-0023-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.K.

AWARDING RESOLUTION ISSUED TO
ALLIANT INSURANCE SERVICES, INC. (SAFETY NATIONAL)
FOR WORKERS' COMPENSATION INSURANCE
FOR THE COUNTY AND HEALTH DEPARTMENT
(CONTRACT TOTAL AMOUNT: $199,751.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order issued to Alliant Insurance Services, Inc. (Safety National), to provide Workers' Compensation Insurance for the County and the Health Department, for the period December 1, 2023 to December 1, 2024, for the Finance Department.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, to provide Workers' Compensation Insurance to the County and the Health Department, for the period December 1, 2023 to December 1, 2024, for the Finance Department, be, and it is hereby approved for issuance of a contract purchase order, by the Procurement Division to Alliant Insurance Services, Inc., 353 N. Clark Street, Chicago, IL 60654, for a contract total not to exceed $199,751.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: FI-P-0023-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $199,751.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $199,751.00
	CURRENT TERM TOTAL COST: $199,751.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Alliant/Mesirow Insurance Services, Inc. (Safety National)	VENDOR #: 12104 R02	DEPT: Finance	DEPT CONTACT NAME: Jim Morrissy
VENDOR CONTACT: Wendy Teller	VENDOR CONTACT PHONE: (312) 595-7495	DEPT CONTACT PHONE #: (630) 407-6116	DEPT CONTACT EMAIL: Jim.Morrissy@dupageco.org
VENDOR CONTACT EMAIL: Wendy.Teller@alliant.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.).
Secure Excess Workers' Compensation Insurance to cover employees of the County and the Health Department in case of injury on the job at a cost of $199,751.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The County needs excess insurance in case of major on the job injuries to employees. The County is self-insured up to $2,000,000, but needs excess coverage in case of a catastrophic accident

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Broker solicited 6 insurance carriers.
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). We approached all carriers who write excess workers compensation in Illinois, a total of 6 carriers. Safety National continues to provide the best option for the lead excess layer and the workers compensation. The incumbent carriers on the excess limits also provide the best renewal. Premiums are increased from expiring, but this is largely due to increased payroll and overall budget numbers which have increased 13% and 20% from expiring

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn: Wendy Teller	Email: Wendy.Teller@alliant.com	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 353 N. Clark St	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60654	State: IL	Zip: 60187
Phone: (312) 595-7495	Fax: (312) 595-7163	Phone: (630) 407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliant/Mesirow Insurance Services, Inc.	Vendor#: 12104 R02	Dept: DuPage County	Division: Finance Department
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupageco.org
Address: 29278 Network Place	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60673-1292	State: IL	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Dec 1, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		This requisition is for Workers' Compensation Insurance for the County and the Health Department	FY24	1100	1212	53110		199,751.00	199,751.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 199,751.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. $2,000,000 SIR; Increase in premium of $27,430.00 from FY2023. This contract covers the period of December 1, 2023 to December 1, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

Executive Summary Commercial Insurance

Alliant Insurance Services (formerly Mesirow) worked closely with the County's risk management staff to gather necessary information to prepare a thorough underwriting submission. We greatly appreciate the support of these individuals and others who assisted in the development of the required underwriting and loss data.

The 2023 insurance market continues to be challenging with carriers reducing capacity and strictly scrutinizing certain exposures including law enforcement liability and property. Carriers continue to experience increasing losses due to inflation, ongoing catastrophic property losses and growing nuclear verdicts. Further, property underwriters are focused on appropriate insured values more than ever before. Therefore, to ensure the best result available in the marketplace, we approached thirty-five (35) carriers in all for proposals on the various lines of coverage.

Property:

We are thrilled to present the renewal from the incumbent carrier, Chubb. They were pleased with the DuPage risk management staff's efforts to review the valuations, and along with the outstanding loss history, have offered a renewal program that is essentially a flat rate renewal, which is unheard of in today's insurance marketplace. The overall premium has increased with the increase in insured values, but the rate is essentially flat.

Excess Liability and Excess Workers Compensation:

Safety National offers the best option for the lead excess layer and the workers compensation. Premiums are increased from expiring, but this is largely due to increased payroll and overall budget numbers which have increased 13% and 20% from expiring. On the excess layers, we were successful in securing competitive options from Berkley and Upland on the $5 million layer above Safety National. This layer is currently shared by Homesite and Kinsale, Berkley quoted the entire layer at a similar premium, and Upland provided a competitive quote that will save about $19,000. The Upland quote provides defense is outside the limits on Law Enforcement Liability, where Kinsale is defense inside the limits.

Ancillary Lines such as Employment Liability, etc.:

As we typically see, many of the small premium policies and ancillary lines have renewal premiums that are very close to expiring. The main exception this year is in the accident policies for the volunteers and ride-along. These premiums are experiencing rate increases this year, but the main driver for premium increase is the increased numbers of participants. While the percentage seems large, the overall premium dollar amount is minimal in the overall insurance program. In addition, as we usually see at renewal, the underground storage tank premium increases as the tanks continue to age.

Premium Summary and Comparison

Line of Coverage		Renewal Premium Effective 12/1/2022-2023		Renewal Premium Effective 12/1/2023-2024
Property Insurance				
$350,000,000 Limit, $500,000 Deductible - **Chubb**	**$**	**358,281**	**$**	**373,051**
Excess Workers Compensation				
$2,000,000 SIR - **Safety National**	**$**	**172,321**	**$**	**199,751**
Excess Liability Including GL, EBL, AU, POL, EPL, and LEL				
$5,000,000 primary - excess $2,000,000 SIR - **Safety National**	$	277,160	$	317,354
$5,000,000 excess $5,000,000 primary insurance - **Upland Specialty**	$	261,337	$	290,062
$10,000,000 excess $10,000,000 Excess Liability - **AWAC**	$	148,631	$	176,882
Premium Subtotal -	**$**	**687,128**	**$**	**784,298**
		$20 Million Limit		$20 Million Limit
Employment Practices Liability				
$2,000,000 Limit, $150,000 retention	$	52,708	$	52,708
Environmental - Underground Storage Tanks				
$2,000,000 limit expiring/$1,000,000 limit renewal - Liberty	$	12,429	$	14,289
Environmental - Professional Liability - Admiral	$	2,450	$	2,521
Veterinarian Professional Liability - Evanston	$	3,885	$	4,079
Travel Accident - Chubb				
County Volunteers	$	3,126	$	4,239
Ride-Along	$	1,226	$	2,906
D&O - Workforce Board - Chubb	$	1,005	$	1,004
Auto Physical Damage - Animal Services Van - National Indemnity	$	11,124	$	12,124
Crime - Liberty				
DuPage County Community Services (money mgt program) 1-year policy	$	316	$	316
DuPage County, IL 3-year policy		renews in 24		renews in 24
Office of the Circuit Court 3-year policy		renews in 24		renews in 24
DuPage County Insurance Premium Total	**$**	**1,305,999**	**$**	**1,451,286**
		$20 Million Excess Limit		$20 Million Excess Limit

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11/01/2023

Bid/Contract/PO #: 20-204-FIN

Company Name:	Mesirow Insurance Services, Inc.	Company Contact:	Michael Mackey
Contact Phone:	(312) 595-7900	Contact Email:	michael.mackey@alliant.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael Mackey

Title Executive Vice President

Date 11/01/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 1 **(total number of pages)**

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

File #: FI-P-0024-23 **Agenda Date:** 11/14/2023 **Agenda #:** 10.L.

AWARDING RESOLUTION ISSUED TO
CORVEL CORPORATION
TO PROVIDE THIRD PARTY ADMINISTRATOR SERVICES
TO THE COUNTY
(CONTRACT TOTAL AMOUNT: $100,000.00)

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

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract purchase order for services of a Third Party Administrator for workers' compensation and liability insurance programs, for the period December 1, 2023 through November 30, 2024, for the Human Resources Department.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide a Third Party Administrator for workers' compensation and liability insurance programs, for the period December 1, 2023 through November 30, 2024, for the Human Resources Department, be, and it is hereby approved for issuance of a contract by the Procurement Division to CorVel Corporation, 3010 Highland Parkway, Suite 600, Downers Grove, IL 60515, for a total contract amount not to exceed $100,000.00, per renewal 20-110-HR.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3668	RFP, BID, QUOTE OR RENEWAL #: #20-110-HR	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $325,343.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $425,343.00
	CURRENT TERM TOTAL COST: $100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: CorVel Corporation, Inc	VENDOR #: 11521	DEPT: Human Resources	DEPT CONTACT NAME: MarGaret Mason-Ewing
VENDOR CONTACT: Cathy Estock	VENDOR CONTACT PHONE: 630-874-7418	DEPT CONTACT PHONE #: 630-407-6300	DEPT CONTACT EMAIL: DPCHumanResources@dupageco.gov
VENDOR CONTACT EMAIL: cathy_estock@corvel.com	VENDOR WEBSITE: www.corvel.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). CorVel's overall cost of services include administrative fees, fixed fess for each claim open and also first notices of loss fees. CorVel continues to provide cost saving services to include 24/7 nurse triage, phone app for injury reporting. Their multi-level claims triage system evaluates and professional support, allow the County to review an injury and provide a plan for care of an injured worker for both the workers benefit and the employer. CorVel works with the Human Resources Department, Risk Management and both inside and outside legal counsel in the administration of all claims. They ensure that thelines of communication are always open and are quick to address issues of care if/when required.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The County has utilized the services of a TPA (third party administrator) in the administration of its workers compensation program. This is to ensure that professional insurance experts review injuries, coverage, and use all applicable laws and provisions to support the County's workers compensation program. Claims are tracked in great detail to ensure employees receive the most cost effective and relevant treatment.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: CorVel Corporation	Vendor#: 11521	Dept: Finance	Division:
Attn: Cathy Estock	Email: cathy_estock@corvel.com	Attn: Jim Morrissy	Email: jim.morrissy@dupagecounty.gov
Address: 3010 Highland Pkwy, Ste 600	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-874-7418	Fax: 886-450-4673	Phone: 630-407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: CorVel Corporation	Vendor#: 11521	Dept: Finance	Division:
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupagecounty.gov
Address: PO Box 843586	City: Los Angeles	Address: 421 N. COUNTY FARM ROAD	City: WHEATON
State: CA	Zip: 90084-3586	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/01/2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	N/A	Third Party Administration Services of both workers' compensation and liability claims	FY24	1100	1212	53110	N/A	100,000.00	100,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 100,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract purchase order is to provide Third Party Administration Services of both workers' compensation and liability claims, per first and only renewal 20-110-HR.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

Fee Proposal

County of DuPage

Third Party Claims Administration Services

RFP #20-110-HR

September 18, 2020

CATHY ESTOCK CORVEL CORPORATION
CATHY_ESTOCK@CORVEL.COM T 630.874.7418 C 630.947.6249

Workers' Compensation Claims Administration

County of DuPage

Description	Pricing
Life of Contract Claims Handling Fee - Per Claim	
Medical-Only	$165
Indemnity [1]	$984
Employer's Liability	$984

[1] Claim fee applies to AOS with the exception of premium states (CA, HI, AK, NY, TX and FL)

Auto Claims Administration

Description	Pricing
Liability Handling Fee - Per Claimant [1]	
Auto Liability	
Bodily Injury	$758
Property Damage	$431
Auto Physical Damage	
Auto Collision Damage	$273
Auto Comprehensive Damage	$273
General Liability	
Bodily Injury	$868
Property Damage	$541
Product Liability	
Bodily Injury	$995
Property Damage	$695

[1] Liability pricing for both life of claim and life of contract for all class codes

Other Liability Claim type pricing may apply

Program Management

Description	Pricing
Data Conversion - Per Data Source	Waived
Administration Fee - Per Annum [1]	$5,150
Implementation Fee - One Time Fee	Waived
CareMC Access - Per Annum [2]	
First 5 Full Access Users	Included
Each User over 5 - Per User, Per Year	$1,000

[1] Includes Assistance with Self-Insured Data for State Reports, State Statistical Reporting & All State Filing Requirements

[2] Includes Executive Dashboard, Claim Details, Claims Summary Screen & Claims Reporting

Account Management and Technical Support

Description	Pricing
Account Management Staff	Included
Electronic Data Transmission - (Per Month, Based on Frequency) Monthly File Weekly File Daily File	 $250 $600 $2,000
Training – Onsite and Online	Included
Technical Support	Included
State EDI Files	Included
Monthly Reporting	Included
Ad hoc Report Programming - Per Hour	$200
Communication Materials/Posters	Pass through printing cost
Annual Banking Fees Additional Account(s) - Per Account	One account included $1,000
Carrier TPA Oversight Fees [1]	Bill from Carrier to Client

[1] Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.

Intake and Immediate Intervention Services

Description	Pricing
Claim Intake (includes one FNOL distribution) - Per Intake	Waived
Incident Only Reporting - Per Incident	$35
24/7 Nurse Triage - Per Call	$100
Telehealth Services	Fee Schedule or U&C value by CPT code

Allocated Expense Fees

Legal Services

Description	Pricing
Subrogation	25% of Recoveries
Legal Bill Auditing [1]	2.5% of gross legal charges reviewed
Indexing and OFAC Compliance - Per Index	$15

[1] Fees will never exceed the savings generated

Bill Review Services

Description	Pricing
Bill Review: Includes Standard Fee Schedule and UCR - Per Bill [1,2]	$6.00
+ Network Solutions Includes: [2] Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation	27% of Savings
Minimum Transaction Fee [2]	$6.00
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included

[1] Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification letters.

[2] Minimum transaction fee (MTF) per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of $15,000.

Patient Management

Description	Pricing
Telephonic Case Management, Field Case Management and Return to Work Coordinator - Per Hour All Other States [1,2]	$99
Vocational Rehabilitation - Per Hour	$99
Specialty Services (Catastrophic, Life Care Plan, Medicare Conditional Payments, Medicare Set Asides, Bilingual) - Per Hour	$155
Utilization Review - Per Review	$99 + Peer Review Fees
IME Peer Review / Physician Advisor - Per Hour	$200
Care Advocate - Per Claim	$50
PeerWell App Access - Per Claim (One-Time Fee)	$500

[1] Fee applies to all States with the exception of premium states (CA, HI, AK, and NY).

[2] Statutory rates supersede if applicable.

Prevailing IRS Mileage Rate applies. Mileage rate is .575 billed at IRS rate + 10%

Each invoice for Case Management Services shall have an additional professional service fee of $39.00 billed to Customer.

Pharmacy Solutions

Description	Pricing
Retail Pharmacies	
Brand	AWP -12% + $2.50 dispensing fee
Generic	AWP -42% + $2.50 dispensing fee
Mail Order	
Brand	AWP -14% + $1.00 dispensing fee
Generic	AWP -52% + $1.00 dispensing fee
Clinical Modeling	
Integration of Pharmacy Data	Included
Dynamic Calculation/Display in Care[MC]	Included
Pharmacy Interventions	
Certified Pharmacy Technician	Included
Rx Nurse	Included
Nurse Management	Case Management hourly rate
Pharmacy Review - Per Review	$375
Cognitive Behavioral Therapy - Per Hour	$250
Medication Review - Per Hour	$250

Specialty Network Services

Description	Pricing
Medical Imaging Services	Varies by State
Independent Medical Reviews	Varies by State
Physical and Occupational Therapy	Varies by State
Durable Medical Equipment	Varies by State
Transportation	Varies by State
Translation	Varies by State

Medicare Agent Reporting

Description	Pricing
Set up and engagement	Included
Monthly Maintenance	Included
Quarterly Reporting	Included

State Certified Managed Care Networks [1]

Description	Pricing
Administration – Per Year	$2,500
Optional Services (Appointment Scheduling, Training, Panel Creation, etc)	Varies by State

[1] States Included: CA MPN, FL MCA, GA MCO, IL PPP, KY MCO, MN MCO, NY Certified PPO & TX HCN. Each applicable state represents a separate network.

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. If life of contract pricing is selected, claims will be handled until closed or until the end of the agreement period, whichever comes first. If life of claim pricing is selected, claims will be handled until closed. Rates on claims that occur outside of the United States are subject to alternative pricing to be discussed prior to start of the contract. Pricing is valid for first year of the contract. At the end of the first year and each year thereafter, all fees outlined on the claims and managed care pricing sheet will be subject to an automatic increase of the greater of CPI or three percent (3.0%).

Any service not identified in this proposal will be provided at a later time.

FEE PROPOSAL

Life of Contract

All pricing terms shall be firm/fixed for the duration of the Agreement.
Fill in fee rate even if estimated claims number is 0

Year 1 Life of Contract

Line of Coverage	# Claims	Per Claim Fee	Estimated Fee
General Liability – BI [1]	1	$868 per claimant	$868
General Liability – PD [1]	1	$541 per claimant	$541
Auto Liability – BI [1]	1	$758 per claimant	$758
Auto Liability – PD [1]	7	$431 per claimant	$3017
Auto Physical Damage [1]	0	$273 per claimant	0
Errors & Omissions [1]	0	$758 per claimant	0
Employment Practices [1]	0	$758 per claimant	0
Property [1]	0	$758 per claimant	0
Crime [1]	0	$758 per claimant	0
WC Medical Only	108	$165 per claim	$17,820
WC Indemnity [2]	62	$984 per claim	$61,008
Law Enforcement Liability [1]	0	$758 per claimant	0
Subtotal Claim Fee			$84,012
Account Management Fee		$5,150	$5,150
First Notice of Loss Intake	350	Fee Waived $30 if submitted via CareMc	
Bill Review/PPO, Enhanced and Profession Review [3]		$6.00 per bill/27% of savings	
Telephonic Case Management		$99 per hour	
Field Case Management		$99 per hour	
Vocational Rehabilitation		$99 per hour	
Specialty Services (MSA, LCP, catastrophic)		$155 per hour	
Utilization Review		$99 per review + peer	
Peer Review/Physician Advisor		$200 per hour	
Retro Peer's		$400 (based on size of file)	
Subrogation		25% of recovery	
Training-onsite and online		No Add'l Charge	
Technical Support		No Add'l Charge	
Other Charges (List) ISO/OFAC		$15/filing	
RX- Retail			

		Brand AWP -12%+$2.50	
		Generic AWP -42%+$2.50	
RX-Mail Order			
		Brand AWP -14%+$1	
		Generic AWP -52%+$1	
PPP- Annual Fee		$2,500	$2,500
Employers Liability		$984	
Run In Claims		n/a	
Data Transfer Charges		n/a	
Total Estimated Cost			$91,662

Year 2 Life of Contract

Line of Coverage	# Claims	Per Claim Fee	Estimated Fee
General Liability – BI [1]	1	$894 per claimant	$894
General Liability – PD [1]	1	$557 per claimant	$557
Auto Liability – BI [1]	1	$781 per claimant	$781
Auto Liability – PD [1]	7	$443 per claimant	$3,101
Auto Physical Damage [1]	0	$281 per claimant	0
Errors & Omissions [1]	0	$780 per claimant	0
Employment Practices [1]	0	$780 per claimant	0
Property [1]	0	$780 per claimant	0
Crime [1]	0	$780 per claimant	0
WC Medical Only	108	$170 per claim	$18,360
WC Indemnity [2]	62	$1,013 per claim	$62,806
Law Enforcement Liability [1]	0	$780 per claimant	0
Subtotal Claim Fee			$86,499
Account Management Fee		$5,305	$5,305
First Notice of Loss Intake	350	Fee Waived $30 if submitted via CareMc	
Bill Review/PPO, Enhanced and Profession Review [3]		$6.18 per bill/27% of savings	
Telephonic Case Management [4]		$102 per hour	
Field Case Management [4]		$102 per hour	
Vocational Rehabilitation [4]		$102 per hour	
Specialty Services (MSA, LCP, catastrophic) [4]		$159 per hour	
Utilization Review [4]		$102 per review + peer review fees	
Peer Review/Physician Advisor [4]		$206 per hour	
Retro Peer's		$412 (based on size of file)	
Subrogation		25% of recovery	
Training-onsite and online		No Add'l Charge	
Technical Support		No Add'l Charge	
Other Charges (List) ISO/OFAC		$15/filing	
RX- Retail			
		Brand AWP -12%+$2.50	

		Generic AWP -42%+$2.50	
RX-Mail Order			
		Brand AWP -14%+$1	
		Generic AWP -52%+$1	
PPP- Annual Fee		$2,500	$2,500
Run In Claims		n/a	
Data Transfer Charges		n/a	
Total Estimated Cost			$94,304

Year 3 Life of Contract

Line of Coverage	#	Per Claim Fee	Estimated Fee
General Liability - BI [1]	1	$921 per claimant	$921
General Liability - PD [1]	1	$574 per claimant	$574
Auto Liability - BI [1]	1	$804 per claimant	$804
Auto Liability - PD [1]	7	$456 per claimant	$3,199
Auto Physical Damage [1]	0	$289 per claimant	0
Errors & Omissions [1]	0	$804 per claimant	0
Employment Practices [1]	0	$804 per claimant	0
Property [1]	0	$804 per claimant	0
Crime [1]	0	$804 per claimant	0
WC Medical Only	108	$175 per claim	$18,900
WC Indemnity [2]	62	$1,044 per claim	$64,728
Law Enforcement Liability [1]	0	$804 per claimant	0
Subtotal Claim Fee			$89,126
Account Management Fee		$5,464	$5,464
First Notice of Loss Intake	350	Fee Waived $30 if submitted via CareMc	
Bill Review/PPO, Enhanced and Profession Review [3]		$6.37 per bill/27% of savings	
Telephonic Case Management [4]		$105 per hour	
Field Case Management [4]		$105 per hour	
Vocational Rehabilitation [4]		$105 per hour	
Specialty Services (MSA, LCP, catastrophic) [4]		$164 per hour	
Utilization Review [4]		$105 per review + Peer	

Peer Review/Physician Advisor [4]		$212 per hour	
Retro Peer's		$437 (based on size of file)	
Subrogation		25% of recovery	
Training-onsite and online		No Add'l Charge	
Technical Support		No Add'l Charge	
Other Charges (List) ISO/OFAC		$15/filing	
RX- Retail			
		Brand AWP -12%+$2.50	
		Generic AWP -42%+$2.50	
RX-Mail Order			
		Brand AWP -14%+$1	
		Generic AWP -52%+$1	
PPP- Annual Fee		$2,500	$2,500
Run In Claims		n/a	
Data Transfer Charges		n/a	
Total Estimated Cost			$97,090

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. Claims will be handled until closed or until the end of the agreement period, whichever comes first. Rates on claims that occur outside of the United States are subject to alternative pricing to be discussed prior to start of the contract. At the end of the third year and each year thereafter, all fees outlined on the claims and managed care pricing sheet will be subject to an automatic increase of the greater of CPI or three percent (3.0%). Please see attached additional details related to the Cost Proposal that would apply annually. Any service not identified in this proposal will be provided at a later time.

[1] Per claimant. Other Liability Claim type pricing may apply

[2] Claim fee applies to IL

[3] Bill Review Includes: Standard Fee Schedule and UCR; Savings Includes: Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation. Minimum Transaction Fee of $6.00 per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of $15,000.

[4] Fee applies to IL. Statutory rates supersede if applicable. Prevailing IRS Mileage Rate applies. Mileage rate is .575 billed at IRS rate . Each invoice for Case Management Services shall have an additional professional service fee of $39.00 billed to customer

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date:_____

Bid/Contract/PO #:_____

Company Name: CORVEL ENTERPRISE COMP, INC.	Company Contact: Legal Department
Contact Phone: 949-851-1473	Contact Email: Corporate_Legal@corvel.com

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☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

CORVEL ENTERPRISE COMP, INC.

Authorized Signature DocuSigned by: [redacted]

Printed Name Brandon O'Brien

Title CFO

Date 11/1/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16

DocuSign Envelope ID: 56957A98-F11D-4D31-9847-8FB070ECC5BB

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and CorVel Enterprise Comp, Inc., located at 3010 Highland Parkway, Suite 600, Downers Grove, IL 60515, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #20-110-HR which became effective on 12/1/2020 and which will expire 11/30/2023. The contract is subject to a first of one option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, including a one-time price adjustment effective 12/01/2023, as per the attached EXHIBIT A.

CONTRACTOR	**THE COUNTY OF DUPAGE**
[redacted]	
SIGNATURE	SIGNATURE
Brandon O'Brien	Valerie Calvente
PRINTED NAME	PRINTED NAME
CFO	Buyer III
PRINTED TITLE	PRINTED TITLE
11/1/2023	
DATE	DATE

EXHIBIT A

Option 1 Year Renewal Life of Contract Effective December 1, 2023 through November 30, 2024 as follows:

Workers' Compensation Claims Administration

Description	Pricing
Life of Contract Claims Handling Fee - Per Claim	
Medical-Only	$191.48
Indemnity (All Other States) [1]	$1,142.61
Employer's Liability	$1,449.00

[1] Claim fee applies to AOS with the exception of premium states (CA, HI, AK, NY, TX and FL)
[2] CorVel Healthcare Corporation's managed care services must be used for all claims administered by CorVel.

Auto Claims Administration

Description	Pricing
Liability Handling Fee - Per Claimant [1]	
Auto Liability	
Bodily Injury	$879.75
Property Damage	$500.94
Auto Physical Damage	
Auto Collision Damage	$318.78
Auto Comprehensive Damage	$318.78
General Liability	
Bodily Injury	$1,027.76
Property Damage	$628.25
Product Liability	
Bodily Injury	$512.00
Property Damage	$512.00

[1] Liability pricing for both life of claim and life of contract for all class codes
Other Liability Claim type pricing may apply

Program Management

Description	Pricing
Data Conversion - Per Data Source	Waived
Administration Fee - Per Annum [1]	$5,977.13
Implementation Fee - One Time Fee	Waived
CareMC Access - Per Annum [2]	
First 5 Full Access Users	Included
Each User over 5 - Per User, Per Year	$1,197.50
State Fund Oversight (OH, WA)	50% of standard fees, based on service level

[1] Includes Assistance with Self-Insured Data for State Reports, State Statistical Reporting & All State Filing Requirements
[2] Includes Executive Dashboard, Claim Details, Claims Summary Screen & Claims Reporting

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

Account Management and Technical Support

Description	Pricing
Account Management Staff	Included
Electronic Data Transmission - (Per Month, Based on Frequency) Monthly File Weekly File Daily File	 $259.00 $621.00 $2,070 .00
Training – Onsite and Online	Included
Technical Support	Included
State EDI Files	Included
Monthly Reporting	Included
Ad hoc Report Programming - Per Hour	$207.00
Communication Materials/Posters	Pass through printing cost
Annual Banking Fees Additional Account(s) - Per Account	One account included $1,000.00
Carrier TPA Oversight Fees [1]	Bill from Carrier to Client

[1] Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.

Intake and Immediate Intervention Services

Description	Pricing
Claim Intake (includes one FNOL distribution) - Per Intake	Waived
Incident Only Reporting - Per Incident	$36.00
Advocacy 24/7 - Per Call	$120.00
Telehealth Services	Fee Schedule or U&C value by CPT code

Allocated Expense Fees

Legal Services

Description	Pricing
Subrogation	25% of Recoveries
Legal Bill Auditing [1]	2.5% of gross legal charges reviewed
Indexing and OFAC Compliance - Per Index	$17.60

[1] Fees will never exceed the savings generated

Bill Review Services

Description	Pricing
Bill Review: Includes Standard Fee Schedule and UCR - Per Bill [1,2]	$7.35
+ Network Solutions Includes: [2] Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation	27% of Savings
Minimum Transaction Fee [2]	$6.54
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included

[1] Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification letters.
[2] Minimum transaction fee (MTF) per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of $15,000.00.

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Patient Management

Description	Pricing
Telephonic Case Management, Field Case Management and Return to Work Coordinator - Per Hour	$114.89
Vocational Rehabilitation - Per Hour	$114.89
Specialty Services (Catastrophic, Life Care Plan, Medicare Conditional Payments, Medicare Set Asides, Bilingual, Critical Incident Stress Debriefing (CISD)) - Per Hour	$180.09
Nurse Utilization Review - Per Review	$114.89
Physician Utilization Review - Per Review	$285
UR Authorization Only (Adjuster Review) - CA - Per Review	$41
Care Advocate - Per Claim	$52

[1] Fee applies to all States with the exception of premium states (CA, HI, AK, and NY).
[1]Statutory rates supersede if applicable.
Prevailing IRS Mileage Rate applies.
Each invoice for Case Management Services shall have an additional professional service fee of $40.37 billed to Customer.

Pharmacy Solutions

Description	Pricing
Retail Pharmacies	
Brand	AWP -10% + $3.00 dispensing fee
Generic	AWP -35% + $3.00 dispensing fee
Mail Order	
Brand	AWP -13% + $1.50 dispensing fee
Generic	AWP -45% + $1.50 dispensing fee
Clinical Modeling	
Integration of Pharmacy Data	Included
Dynamic Calculation/Display in Care[MC]	Included
Pharmacy Interventions	
Certified Pharmacy Technician	Included
Rx Nurse	Included
Nurse Management	Case Management hourly rate
Pharmacy Review - Per Review	$289.80
Cognitive Behavioral Therapy - Per Hour	$289.80
Medication Review - Per Hour	$289.80

Specialty Network Services

Description	Pricing
Medical Imaging Services	Varies by State and Diagnostic
Independent Medical Exam	See 2023-24 IME/Peer Fee Schedule
Physical and Occupational Therapy	Varies by State
Durable Medical Equipment	Varies by State and Equipment
IME Peer Review - Per Hour	See 2023-24 IME/Peer Fee Schedule
Transportation	Varies by State and Service
Translation	Varies by State and Service Level

Medicare Agent Reporting

Description	Pricing
Set up and engagement	Included
Monthly Maintenance	Included
Quarterly Reporting	Included

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State Certified Managed Care Networks [1]

Description	Pricing
Implementation, Filing, Setup (one-time fee) IL PPP	$2,500.00 per network
Administration	IL PPP Annual Fee: $2,902.14
Optional Services (Appointment Scheduling, Training, Panel Creation, etc)	Varies by State

[1] Implementation & administration for all other MCOs (AR MCO, CT MCO, FL MCA, GA MCO, MN MCO, NE MCO, NH MCO, NJ MCO, OK CMP & WV MHCP) are included in bill review fees. Each applicable state represents a separate network.

[2] Additional bill fee is applied to all Bill Review transactions relating to the applicable state regardless of the bill's network utilization.

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. Life of contract pricing has been selected, claims will be handled until closed or until the end of the agreement period, whichever comes first. Rates on claims that occur outside of the United States are subject to alternative pricing to be discussed prior to start of the contract. Pricing is valid for this Option for a one (1) year Renewal Term of the contract.

Any service not identified in this proposal will be provided at a later time.

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

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

File #: DC-R-0002-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEATON AND THE COUNTY OF DUPAGE FOR THE TRANSFER OF CERTAIN REGULATORY AUTHORITY FROM THE CITY TO THE COUNTY EXCLUSIVELY FOR THE DEVELOPMENT OF THE NEW DUPAGE COUNTY HEALTH DEPARTMENT CRISIS RECOVERY CENTER (“CRC”)

WHEREAS the City of Wheaton (“City”) and the County of DuPage (“County”) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS the City and the County (collectively the “parties”) are committed to acting in the best interests of the citizens of their respective and collective communities; and

WHEREAS the County owns and operates a campus of over 150 acres, (“Campus”), which is currently located partially within the corporate boundaries of the City of Wheaton; and

WHEREAS the parties have determined that transferring the administration of certain ordinances and procedures of the City of Wheaton to the County relative exclusively to the application, review, and inspections of the DuPage County Health Department’s new Crisis Recovery Center (CRC), would facilitate and improve the administration and enforcement of those ordinances and government operations of the Campus; and

WHEREAS the parties are willing to take such actions as are required to enable the County to administer and enforce certain ordinances and government operations, by direct jurisdiction or through the City and County’s adoption thereof, over the Campus; and

WHEREAS the County has qualified personnel and resources sufficient to administer and enforce certain ordinances and government operations with respect to the Campus in accordance with the attached Intergovernmental Agreement, (“Agreement”) attached hereto as Exhibit A; and

WHEREAS the County finds the CRC project is of critical importance and desires to expedite the project and finds that all building permit review fees and inspection fees thereto shall be based on the City of Wheaton Fee schedule; and

WHEREAS the County finds that the Agreement will not take effect until such time as the County obtains zoning approval from the City of Wheaton for the proposed improvements to the County Health Department Facilities pursuant to the City of Wheaton Zoning Ordinance and said approval will not be altered by the Agreement; and

WHEREAS, the DuPage County Board has reviewed the attached Agreement and has determined that entering into the Agreement is in the best interest of the City of Wheaton, the County, and the respective residents of the City of Wheaton and County.

NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement, (Exhibit A) between the City of Wheaton and the County of DuPage is hereby accepted and approved and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that all building permit review fees and inspection fees thereto shall be based on the City of Wheaton Fee schedule; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement (Exhibit A) to the City Manager, City of Wheaton, 303 W. Wesley, Wheaton, IL 60187; the DuPage County Building and Zoning Department, the DuPage County Facilities Management Department and Barbara Reynolds, Assistant State's Attorney.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEATON AND THE COUNTY OF DUPAGE

Be it hereby agreed by and between the County of DuPage (the "County") and the City of Wheaton (the "City"), collectively referred to as "the Parties," the following:

Whereas, the County of DuPage owns property located on County Farm Road, (the "DuPage County Campus"), located within the city limits of Wheaton as defined on the attached Exhibit 1; and

Whereas, the current uses within said DuPage County Campus are the facilities used to operate the DuPage County government; and

Whereas, the DuPage County Health Department (the "Health Department") operates within the DuPage County Campus; and

Whereas, the Health Department intends to construct improvements within the DuPage County campus over the next three years; and

Whereas, the Parties desire to mutually agree to a method to complete the review of building improvement plans for compliance with both the County's and City's written ordinances and code requirements, inspections of construction activities to ensure the plans and specifications are being followed, and ultimately the issuance of occupancy permit(s).

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

The recitals stated above are incorporated herein, and

1. **The Work.** The "Work" to be performed by the Health Department pursuant to the terms of the Agreement is set forth in Exhibit 2 which is attached hereto and incorporated herein as if fully set forth. No "Other Work" performed on the DuPage County Campus is authorized by this Agreement: any Other Work being subject to all the terms and conditions of the City Code and City issuance of permits and inspections.

2. **Building Permits.** The County shall issue any and all building permits required for the Work described in Exhibit 2 that will be undertaken at the Health Department. The City hereby waives building permit fees for Work completed under this Agreement that is in compliance with applicable City building ordinances, codes, rules and regulations ("the City Code Provisions"). All building permit reviews shall be completed

at the County's sole cost and expense by independent, third-party review companies, which shall be pre-approved by the City. However, upon issuance of any building permits and prior to commencement of the construction of the Work, the County shall provide copies of any building permits it issues for the Work to the City at the time of issuance.

3. Inspections. Upon the issuance of a building permit by the County, the County shall self-conduct any and all required inspections of the Work as it is performed and upon completion. The County's Building Official shall independently certify to the City in writing that the Work was, or is being, performed in compliance with the plans and the City Code Provisions.

4. **City-identified Violations.** At all times during construction, the City shall have reasonable access to the work site and has the right, but not the obligation, to conduct inspections. If the City identifies violations of any City Code Provisions during those inspections which the City's Director of Building and Code Enforcement concludes are a threat to the public safety and welfare, the Director shall notify the County Building Official by E-mail and that work shall cease until the County Building Official and the City's Director of Building and Code Enforcement agree the issue is resolved. In the case of an inability to resolve the issue, the Parties shall hire, at the County's expense, an independent third-party architect to make a binding ruling to resolve the issue.

5. **Occupancy Permit.** The City shall issue the occupancy permit to the County following the City's receipt of the County Building Official's certification that the Work has been completed in compliance with all applicable building ordinances, codes, rules and regulations and only if the City's Director of Building and Code Enforcement concurs with the certification.

6. **No Waiver.** Issuance of an occupancy permit by the City shall not waive the applicability or enforcement of ordinances, and if ordinance violations are discovered those violations shall be corrected in accordance with the law.

7. **Indemnification.** To the greatest extent permitted by law, the County shall defend, indemnify and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from any and all actions, claims, causes of action, damages or injuries which arise in consequence of this Agreement. Neither the City nor the County waives, releases or otherwise compromises in any fashion their rights to assert privileges and immunities which are jointly and severally fully reserved.

The undersigned certify they have the legal authority to sign this document and it shall be binding on their principals.

County of DuPage	City of Wheaton
_____	_____
Deborah Conroy, Chair DuPage County Board	Philip Suess, Mayor
Attest:	Attest:
_____	_____
Jean Kaczmarek, County Clerk	Andrea Rosedale, City Clerk

EXHIBIT 1

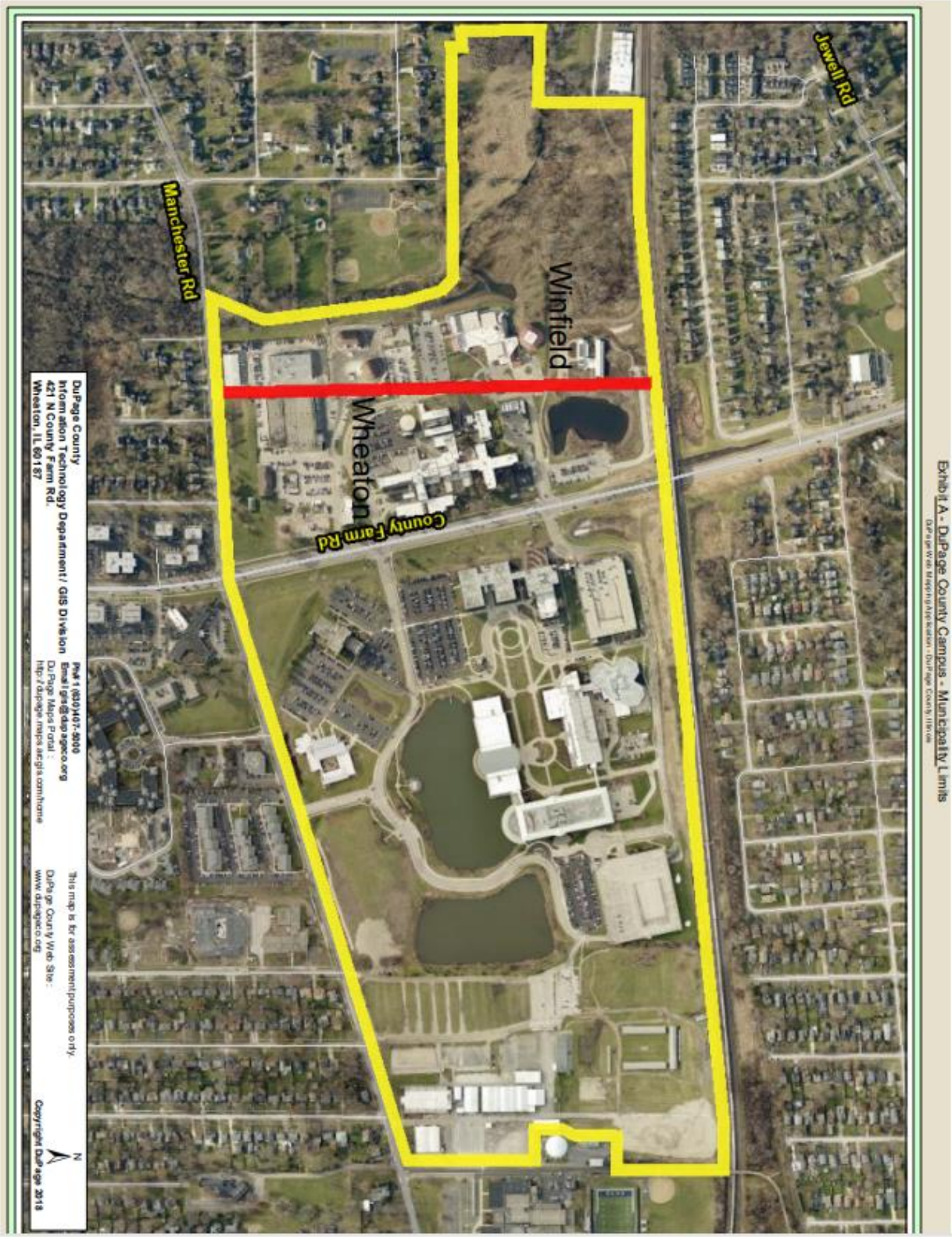


Exhibit A - DuPage County Campus - Municipality Limits
DuPage Web Mapping Application - DuPage County, Illinois
Jewell Rd
Manchester Rd
Winfield
Wheaton
County Farm Rd
DuPage County
Information Technology Department / GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
Ph# 1 (630) 407-5900
Email gis@dupageco.org
DuPage Maps Portal :
http://dupage.maps.arcgis.com/home
This map is for assessment purposes only.
DuPage County Web Site :
www.dupageco.org
N
Copyright DuPage 2018

EXHIBIT 2

Project Description

Project Name: DuPage County Health Department
Crisis Recovery Center (CRC)
Date: August 14, 2023

Project Description

The project consists of the construction of a new Crisis Recovery Center of approximately 31,500 square feet that will be directly connected to the west of the existing Linda A. Kurzawa Community Center at 115 N. County Farm Road, Wheaton, IL. The new facility will be 2 levels with approximately 21,500 square feet on the first floor and 10,000 square feet on the second floor. The use of the building will be to support expanded behavioral health services as an extension to services being provided in the existing Kurzawa Community Center. The first floor will be predominantly used for public client service and the second floor will be predominantly for staff office and support space.

The project will also include the infill of an existing stormwater detention basin and replacement with an underground detention system. In the infilled area, additional parking will be provided and there will be rework of other parking areas on-site to accommodate the new facility.

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

File #: DC-R-0003-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.B.

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM - ROUND 2.

WHEREAS, County of DuPage ("Recipient") has been awarded a grant ("Grant") from the Illinois Housing Development Authority ("Authority") program administrator of the Strong Communities Program Round 2 ("Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 ("Act") and governed by the Program guidelines described in the term sheet, as may be amended from time to time; and

WHEREAS, the County finds that the Program provides this Grant to address affordable housing needs and community revitalization efforts. The Program will assist the County to return blighted and dilapidated residential properties to productive and taxable use through rehabilitation and provide funds for demolition in cases where properties are beyond repair and negatively impacting neighboring residences.

WHEREAS, the County finds the Program has the potential to increase property values, create jobs, help reduce crime, generate additional tax revenue, and attract further community investment. By enabling greater revitalization opportunities, the Program will preserve existing affordable housing stock that is often in proximity to community amenities (schools, parks, medical facilities, shopping, jobs, and transportation), and encourage further investment and revitalization; and

WHEREAS, from time to time the County receives formal complaints from cities, villages, incorporated towns, and members of the public, and that county staff has identified properties with respect to dangerous, unsafe, uncompleted, or abandoned buildings and properties in the unincorporated area; and

WHEREAS, the County Board finds that the Citizens of DuPage County enjoy a high quality of life and, together with DuPage County and other local governments, exert a tremendous effort to maintain and improve on those standards; and

WHEREAS the County Board finds that dangerous, unsafe, uncompleted, or abandoned buildings and properties neglected by property owners negatively impact the high quality of life, environment, health, safety, and welfare of DuPage County citizens; and

WHEREAS the County Board finds that it is in the best interests of the Citizens of DuPage County to utilize County Codes and the Illinois State Statutes to compel property owners to remove, repair, enclose and/or demolish dangerous, unsafe, uncompleted or abandoned buildings and properties; and

WHEREAS the County Board finds that it is in the best interest of the Citizens of DuPage County to enable the DuPage County Building & Zoning Department to remove, repair, enclose and/or demolish dangerous, unsafe, uncompleted, or abandoned buildings and properties within the unincorporated area of DuPage County where property owners refuse or neglect to do so; and

THEREFORE BE IT RESOLVED, that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed Two Hundred and Ninety Nine Thousand Dollars ($299,000), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

BE IT FURTHER RESOLVED, that the County of DuPage and Deborah A. Conroy, Chair of the Recipient (the "Signatory") is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

BE IT FURTHER RESOLVED that the Signatories are hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

BE IT FURTHER RESOLVED that the Recipient hereby ratifies, authorizes, and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

Enacted and approved this 14th of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

File #: DC-O-0057-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.C.

Zoning Petition ZONING-23-000054 Blacha

WHEREAS, a public hearing was held on August 30, 2023 and September 20, 2023 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years, on the property hereinafter described:

LOT 18 IN BLOCK 20 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924, AS DOCUMENT 17390, IN DUPAGE COUNTY, ILLINOIS.; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 20, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow an existing shed, covered patio/gazebo, and spiral staircase to remain where they have existed on the subject property for at least five (5) years.

B. That petitioner testified that they have lived at the subject property since 2007.

C. That petitioner testified that the subject shed was built in 2009, the covered patio/gazebo was constructed in 2018, and spiral staircase was constructed in 2017.

D. That petitioner testified that the subject shed, covered patio/gazebo, and spiral staircase, are all in excellent condition

E. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief for the existing shed, covered patio/gazebo, and spiral staircase do not have any impact on adjacent properties and roadways, do not impact drainage, and do not impede ventilation and light to the subject property or adjacent properties.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the existing shed, covered patio/gazebo, and spiral staircase do not impact or impair the supply of light and air to adjacent properties.

   b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the existing shed, covered patio/gazebo, and spiral staircase and that they were built pursuant to the current DuPage County building codes.

   c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the existing shed, covered patio/gazebo, and spiral staircase do not diminish the value of land throughout the County.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the existing shed, covered patio/gazebo, and spiral staircase are located behind the front wall of the home and do not impact traffic in the public streets and highways.

   e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed, covered patio/gazebo, and spiral staircase

   f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed, covered patio/gazebo, and spiral staircase

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

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000054 Blacha**	
ZONING REQUEST	1. Conditional Use to increase the height of an existing shed from permitted 15' to approximate 16', where it has existed for at least 5 years. 2. Conditional Use to reduce the interior side setba for an existing covered patio/gazebo from permi 6.7' to approximately 4', where it has existed for least 5 years. 3. Conditional Use to reduce the interior side setback for an existing spiral stairca from permitted 6.7' to approximately 4.5', where has existed for at least 5 years.	
OWNER	STANISLAW AND MONIKA BLACHA, 605(SHERMAN AVENUE, DOWNERS GROVE, I 60516 / AGENT: PAWEL OZGA, NEW SPAC ARCHITECTS, LLC., 623 MELROSE AVE, KENILWORTH, IL, 60043	
ADDRESS/LOCATION	6050 SHERMAN AVENUE, DOWNERS GRO IL 60516	
PIN	09-18-300-037	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.45 ACRES (19,602 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: AUGUST 15, 2023	
PUBLIC HEARING	WEDNESDAY, AUGUST 30, 2023; CONTINU SEPTEMBER 20, 2023	

ADDITIONAL INFORMATION:	
Building:	No Objections.
DUDOT:	Our office has no jurisdiction in this matter.
Health:	No Objections.
Stormwater:	No Objections.
Public Works:	Our office has no jurisdiction in this matter.
EXTERNAL:	
Village of Woodridge:	*No Comments Received.*
Village of Downers Gro	Objects. (See attached documentation)
Downers Grove Townsl	*No Comments Received.*
Township Highway:	Our office has no jurisdiction in this matter.

Darien-Woodridge Fire	*No Comments Received.*
Sch. Dist. 58:	*No Comments Received.*
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance betwe subject property and the District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Int. Side Yard:	6.7'	APPROX. 4'	APPROX. 4'
Int. Side Yard:	6.7'	APPROX. 4.5'	APPROX. 4.5'

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	STONEWALL AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 20, 2023, recommends to approve the following zoning relief:

1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000054 Blacha** dated September 20, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was

prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on November 7, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000054 Blacha** dated September 20, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the

following zoning relief be granted:

1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years, on the property hereinafter described:

LOT 18 IN BLOCK 20 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924, AS DOCUMENT 17390, IN DUPAGE COUNTY, ILLINOIS.; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000054 Blacha** dated September 20, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; STANISLAW AND MONIKA BLACHA, 6050 SHERMAN AVENUE, DOWNERS GROVE, IL 60516 / AGENT: PAWEL OZGA, NEW SPACE ARCHITECTS, LLC., 623 MELROSE AVE, KENILWORTH, IL, 60043; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

Building Division

Zoning & Planning Division

Environmental Division

M E M O R A N D U M

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: November 7, 2023

RE: **ZONING-23-000054 Blacha (Downers Grove/ District 3)**

DuPage County Board: November 14, 2023:

Development Committee: November 7, 2023: The DuPage County Development Committee recommended to approve the following zoning relief:

1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000054 Blacha** dated September 20, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

Zoning Hearing Officer: September 20, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000054 Blacha** dated September 20, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow an existing shed, covered patio/gazebo, and spiral staircase to remain where they have existed on the subject property for at least five (5) years.

B. That petitioner testified that they have lived at the subject property since 2007.

C. That petitioner testified that the subject shed was built in 2009, the covered patio/gazebo was constructed in 2018, and spiral staircase was constructed in 2017.

D. That petitioner testified that the subject shed, covered patio/gazebo, and spiral staircase, are all in excellent condition

E. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief for the existing shed, covered patio/gazebo, and spiral staircase do not have any impact on adjacent properties and roadways, do not impact drainage, and do not impede ventilation and light to the subject property or adjacent properties.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

    a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the existing shed, covered patio/gazebo, and spiral staircase do not impact or impair the supply of light and air to adjacent properties.

    b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the existing shed, covered patio/gazebo, and spiral staircase and that they were built pursuant to the current DuPage County building codes.

    c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the existing shed, covered patio/gazebo, and spiral staircase do not diminish the value of land throughout the County.

    d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the existing shed, covered patio/gazebo, and spiral staircase are located behind the front wall of the home and do not impact traffic in the public streets and highways.

    e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed, covered patio/gazebo, and spiral staircase

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed, covered patio/gazebo, and spiral staircase

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

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000054 Blacha**	
ZONING REQUEST	1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years. 2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years. 3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.	
OWNER	STANISLAW AND MONIKA BLACHA, 6050 SHERMAN AVENUE, DOWNERS GROVE, IL 60516 / AGENT: PAWEL OZGA, NEW SPACE ARCHITECTS, LLC., 623 MELROSE AVE, KENILWORTH, IL, 60043	
ADDRESS/LOCATION	6050 SHERMAN AVENUE, DOWNERS GROVE, IL 60516	
PIN	09-18-300-037	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.45 ACRES (19,602 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: AUGUST 15, 2023	
PUBLIC HEARING	WEDNESDAY, AUGUST 30, 2023; CONTINUED SEPTEMBER 20, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	No Objections.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Woodridge:	*No Comments Received.*	
Village of Downers Grove:	Objects. (See attached documentation)	
Downers Grove Township:	*No Comments Received.*	
Township Highway:	Our office has no jurisdiction in this matter.	
Darien-Woodridge Fire Dist.:	*No Comments Received.*	
Sch. Dist. 58:	*No Comments Received.*	

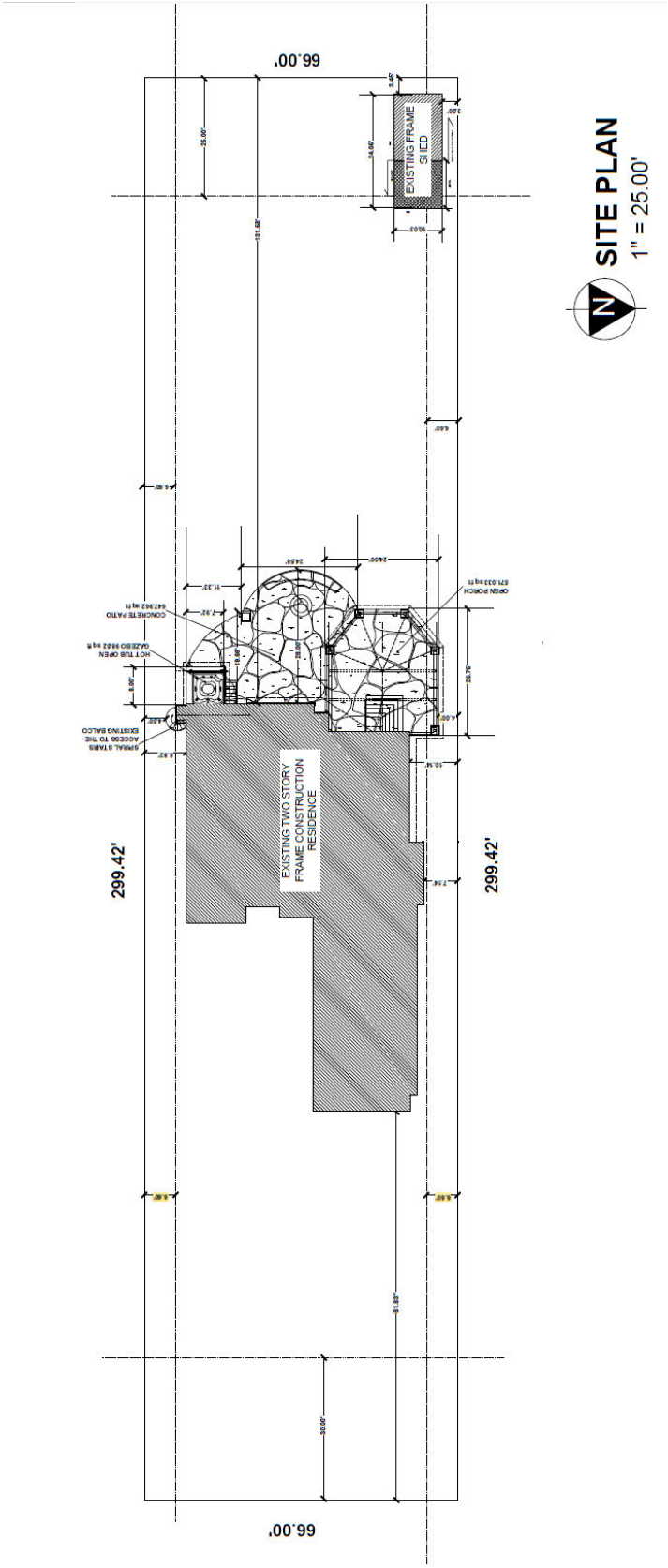
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and the District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

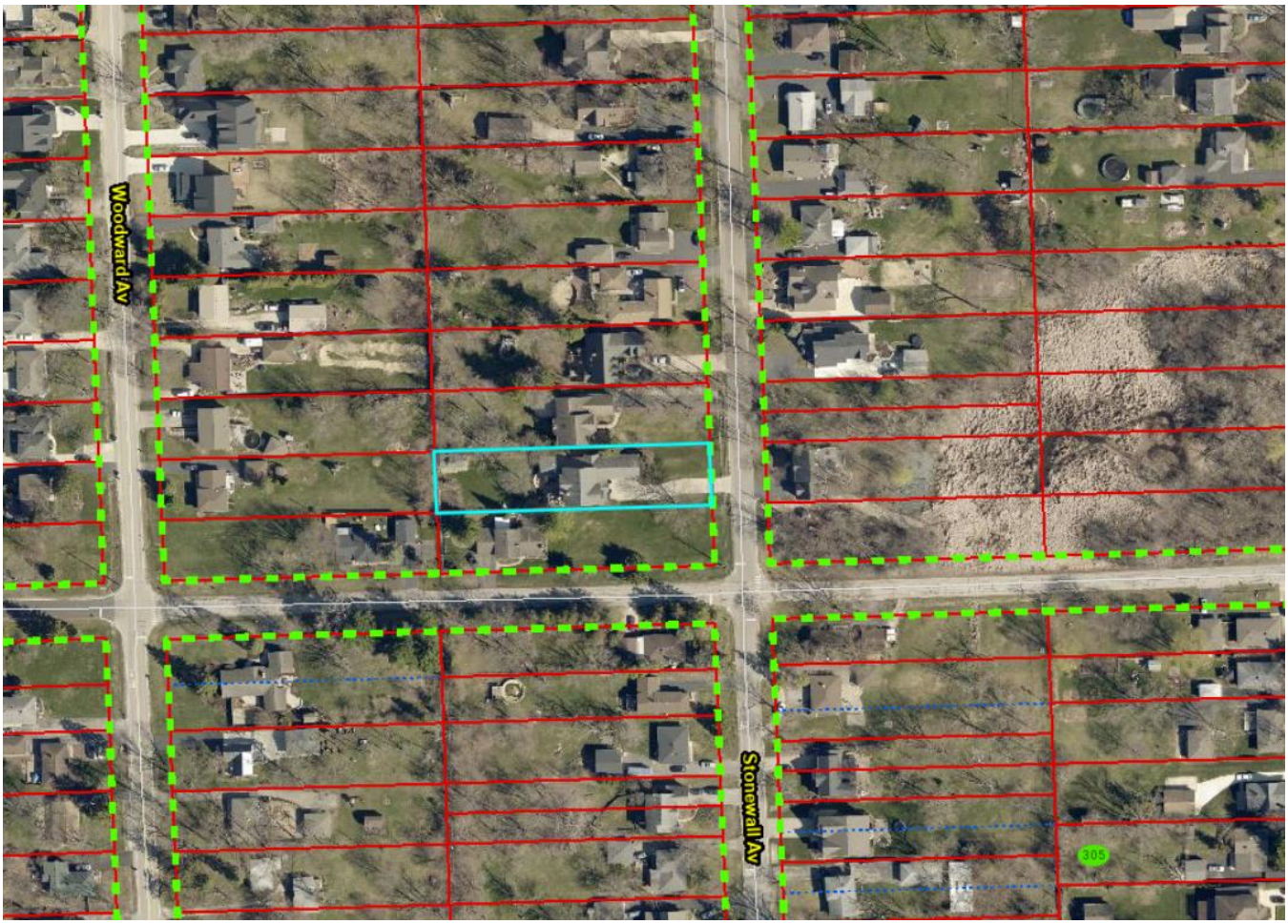
REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Int. Side Yard:	6.7'	APPROX. 4'	APPROX. 4'
Int. Side Yard:	6.7'	APPROX. 4.5'	APPROX. 4.5'

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	STONEWALL AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC



SITE PLAN
1" = 25.00'


Woodward Av
Stonewall Av
305

Woodward Av
Stonewall Av
305

18 -037
Stonewall Av
MPH
25

DUPAGE COUNTY

Building Division

Zoning & Planning Division

Environmental Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

DU PAGE COUNTY ZONING HEARING OFFICER PROGRAM
Zoning Petition ZONING-23-000054 Blacha

Please review the information herein and return with your comments to:
Jessica Infelise, DuPage County Building and Zoning Department, 421 North County Farm Road, Wheaton, Illinois 60187; or via email at Jessica.Infelise@dupageco.org or via facsimile at 630-407-6702 by **August 29, 2023.**

COMMENT SECTION:
: OUR OFFICE HAS NO JURISDICTION IN THIS MATTER
: NO OBJECTION/CONCERNS WITH THE PETITION
: NO OBJECTION/CONCERNS WITH THE CONCEPT OF THE PETITION. ADDITIONAL INFORMATION MAY BE REQUIRED AT TIME OF PERMIT APPLICATION
X : I OBJECT/ HAVE CONCERNS WITH THE PETITION.
COMMENTS: PLEASE SEE THE ATTACHED
SIGNATURE: [redacted] DATE: 8/24/23
MUNICIPALITY/TOWNSHIP/AGENCY/DEPARTMENT:

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000054 Blacha	
ZONING REQUEST	1. Conditional Use to increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years. 2. Conditional Use to reduce the interior side setback for an existing covered patio/gazebo from permitted 6.7' to approximately 4', where it has existed for at least 5 years. 3. Conditional Use to reduce the interior side setback for an existing spiral staircase from permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.	
OWNER	STANISLAW AND MONIKA BLACHA, 6050 SHERMAN AVENUE, DOWNERS GROVE, IL 60516 / AGENT: PAWEL OZGA, NEW SPACE ARCHITECTS, LLC., 623 MELROSE AVE, KENILWORTH, IL, 60043	
ADDRESS/LOCATION	6050 SHERMAN AVENUE, DOWNERS GROVE, IL 60516	
PIN	09-18-300-037	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.45 ACRES (19,602 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: AUGUST 15, 2023	
PUBLIC HEARING	WEDNESDAY, AUGUST 30, 2023	

PLEASE NOTE: FILING OF THIS FORM DOES NOT SUBSTITUTE FOR A FORMAL OBJECTION PURSUANT TO THE ILLINOIS STATE STATUTES.

www.downers.us

COMMUNITY RESPONSE CENTER
630.434.CALL (2255)

CIVIC CENTER
801 Burlington Avenue
Downers Grove
Illinois 60515-4782
630.434.5500
TDD 630.434.5511
FAX 630.434.5571

FIRE DEPARTMENT ADMINISTRATION
5420 Main Street
Downers Grove
Illinois 60515-4834
630.434.5980
FAX 630.434.5998

POLICE DEPARTMENT
825 Burlington Avenue
Downers Grove
Illinois 60515-4783
630.434.5600
FAX 630.434.5690

PUBLIC WORKS DEPARTMENT
5101 Walnut Avenue
Downers Grove
Illinois 60515-4046
630.434.5460
FAX 630.434.5495

August 24, 2023

Jessica Infelise
DuPage County Department of Building and Zoning
421 North County Farm Road
Wheaton, IL 60187

Re: ZONING-23-000054 Blacha
PIN 09-18-300-037, Address 6050 Sherman Avenue

Staff has had the opportunity to review the case for the property located at 6050 Sherman Avenue. The Village of Downers Grove has an opinion in this matter because of the subject property's close proximity to the municipal boundary, and location within the Village's planning area.

The site is in unincorporated DuPage County and is classified as R-4 Single Family Residence District by the County's zoning ordinance. The petitioner is proposing conditional uses in order to:

1. Increase the height of an existing shed from permitted 15' to approximately 16', where it has existed for at least 5 years.
2. Reduce the interior side setback for an existing covered patio/gazebo from the permitted 6.7' to approximately 4', where it has existed for at least 5 years.
3. Reduce the interior side setback for an existing spiral staircase from the permitted 6.7' to approximately 4.5', where it has existed for at least 5 years.

No summary was provided to determine the specifics of the proposed project, beyond the proposed site plan. If a conditional use is being requested for this case, no evidence of meeting the required standards was provided. Staff has the following comments and concerns:

1. Village Ordinance Sec 28.11.040 Nonconforming Structures states that any nonconforming residential accessory structure such as a garage, shed, deck or porch may be razed and replaced in its entirety, provided that it is replaced in the same location, and for the same purpose, with no footprint expansion and no more than an increase of fifteen percent (15%) or the original height. Village Ordinance does not allow the footprint expansion of nonconforming structures.
2. Village Ordinance Sec 28.2.030 requires an interior setback of 10% of lot width or 6 feet, whichever is greater, which the proposed spiral stair case would be required to meet.
3. Village Ordinance Sec 28.14.100(b) requires an interior setback of 5 feet for patios, porches and gazebos, which the open porch and patio would be required to meet.

The Village of Downers Grove does not recommend approval of the improvements as they would not meet the Village requirements as stated above. The Village of Downers Grove asks DuPage County to deny the request since the improvements would vary from the existing characteristics of the immediate neighborhood and zoning districts. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

[redacted]

Jason Zawila, AICP
Planning Manager
Community Development Department

Cc: Stan Popovich, Community Development Director

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

File #: DC-O-0058-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.D.

Zoning Petition ZONING-23-000062 Murphy

WHEREAS, a public hearing was held on September 27, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback, on the property hereinafter described:

LOT 117 IN GEO. F. NIXON AND CO'S SIXTH ADDITION TO GOLFVIEW HILLS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT NO. 721132, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 27, 2023, does find as follows:

FINDINGS OF FACT:

A. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback.

B. That petitioner testified that he requires a 6'6"/100% closed privacy fence within the 10' corner side yard setback for additional privacy and security due to increased noise, vehicle, and pedestrian traffic.

C. That petitioner testified that Lakeside Drive now acts as a cut-through for 55th Street and becomes a "highway" during peak traffic times.

D. That Hearing Officer finds that petitioner has demonstrated that a Variation to allow a 6'/100% closed (privacy) fence within the 10' corner side yard setback will not have any impact on adjacent properties and roadways, will not impact on drainage, and will not impede ventilation and light to the subject property or adjacent properties.

E. Furthermore, that Hearing Officer finds that petitioner has demonstrated evidence for a practical difficulty and particular hardship in relation to the location of the subject property, and that that the increase in noise, vehicle, and pedestrian traffic required petitioner to request a Variation to allow a 6'/100% closed (privacy) fence within the 10' corner side yard setback.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.

2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed privacy fence will not impair an adequate supply of light and air to the adjacent properties.

   b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed privacy fence will not increase in the hazard from fire or other dangers and that he will receive a building permit for the proposed fence.

   c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed privacy fence will not diminish the value of land and buildings throughout the County and will be an added benefit to the neighborhood.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed privacy fence will not unduly increase traffic congestion in the public streets and highways, and that it will not impact line-of-sight clearance for vehicles.

   e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed privacy fence will not increase the potential for flood damages to adjacent properties.

   f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that proposed privacy fence will not incur additional public expense for flood protection, rescue, or relief.

   g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** the proposed privacy fence will be an added benefit to the neighborhood, and will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000062 MURPHY**	
ZONING REQUEST	Variation to allow a 6'6"/100% closed (privacy) fen within the 10' corner side yard setback.	
OWNER	CHRISTOPHER MURPHY, 5644 S MONROE STI HINSDALE, IL 60521	
ADDRESS/LOCATION	5644 S MONROE STREET, HINSDALE, IL 60521	
PIN	09-14-206-011	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.31 ACRES (13,504 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: SEPTEMBER 12, 2023	
PUBLIC HEARING	WEDNESDAY, SEPTEMBER 27, 2023	

ADDITIONAL INFORMATION:	
Building:	No Objections.
DUDOT:	Our office has no jurisdiction in this matter.
Health:	Our office has no jurisdiction in this matter.
Stormwater:	No Objections with the concept of the petition. Additional information may be time of permit application.
Public Works:	Our office has no jurisdiction in this matter.
EXTERNAL:	
Village of Hinsdale:	*No Comments Received.*
Village of Clarendon Hills	*No Comments Received.*
Village of Westmont:	*No Comments Received.*
City of Darien:	No Objections.
Village of Willowbrook:	*No Comments Received.*
Village of Burr Ridge:	*No Comments Received.*
Downers Grove Township	*No Comments Received.*
Township Highway:	*No Comments Received.*
Golfview Hills Fire District/Westmont:	*No Comments Received.*
Sch. Dist. 60:	*No Comments Received.*
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the inform provided in this notice and due to the sizable distance between the subject prop District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Height:	4’6”	NA	6’6”

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	LAKESIDE DRIVE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	MONROE STREET AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 27, 2023, recommends to approve the following zoning relief:

Variation to allow a 6’6”/100% closed (privacy) fence within the 10’ corner side yard setback.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # **ZONING-23-000062 Murphy** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on November 7, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition # **ZONING-23-000062 Murphy** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback, on the property hereinafter described:

LOT 117 IN GEO. F. NIXON AND CO'S SIXTH ADDITION TO GOLFVIEW HILLS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT NO. 721132, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition # **ZONING-23-000062 Murphy** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; CHRISTOPHER MURPHY, 5644 S MONROE STREET, HINSDALE, IL 60521; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

Building Division

Zoning & Planning Division

Environmental Division

M E M O R A N D U M

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: November 7, 2023

RE: **ZONING-23-000062 Murphy (Downers Grove/ District 3)**

DuPage County Board: November 14, 2023:

Development Committee: November 7, 2023: The DuPage County Development Committee recommended to approve the following zoning relief:

Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING-23-000062 Murphy** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

Zoning Hearing Officer: September 27, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING-23-000062 Murphy** dated September 27, 2023.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

FINDINGS OF FACT:

A. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback.

B. That petitioner testified that he requires a 6'6"/100% closed privacy fence within the 10' corner side yard setback for additional privacy and security due to increased noise, vehicle, and pedestrian traffic.

C. That petitioner testified that Lakeside Drive now acts as a cut-through for 55th Street and becomes a "highway" during peak traffic times.

D. That Hearing Officer finds that petitioner has demonstrated that a Variation to allow a 6'/100% closed (privacy) fence within the 10' corner side yard setback will not have any impact on adjacent properties and roadways, will not impact on drainage, and will not impede ventilation and light to the subject property or adjacent properties.

E. Furthermore, that Hearing Officer finds that petitioner has demonstrated evidence for a practical difficulty and particular hardship in relation to the location of the subject property, and that that the increase in noise, vehicle, and pedestrian traffic required petitioner to request a Variation to allow a 6'/100% closed (privacy) fence within the 10' corner side yard setback.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.

2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:

    a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed privacy fence will not impair an adequate supply of light and air to the adjacent properties.

b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed privacy fence will not increase in the hazard from fire or other dangers and that he will receive a building permit for the proposed fence.

c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed privacy fence will not diminish the value of land and buildings throughout the County and will be an added benefit to the neighborhood.

d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed privacy fence will not unduly increase traffic congestion in the public streets and highways, and that it will not impact line-of-sight clearance for vehicles.

e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed privacy fence will not increase the potential for flood damages to adjacent properties.

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that proposed privacy fence will not incur additional public expense for flood protection, rescue, or relief.

g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** the proposed privacy fence will be an added benefit to the neighborhood, and will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000062 MURPHY**	
ZONING REQUEST	Variation to allow a 6'6"/100% closed (privacy) fence within the 10' corner side yard setback.	
OWNER	CHRISTOPHER MURPHY, 5644 S MONROE STREET, HINSDALE, IL 60521	
ADDRESS/LOCATION	5644 S MONROE STREET, HINSDALE, IL 60521	
PIN	09-14-206-011	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.31 ACRES (13,504 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: SEPTEMBER 12, 2023	
PUBLIC HEARING	WEDNESDAY, SEPTEMBER 27, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	Our office has no jurisdiction in this matter.	
Stormwater:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Hinsdale:	*No Comments Received.*	
Village of Clarendon Hills:	*No Comments Received.*	
Village of Westmont:	*No Comments Received.*	
City of Darien:	No Objections.	
Village of Willowbrook:	*No Comments Received.*	
Village of Burr Ridge:	*No Comments Received.*	
Downers Grove Township:	*No Comments Received.*	
Township Highway:	*No Comments Received.*	
Golfview Hills Fire District/Westmont:	*No Comments Received.*	
Sch. Dist. 60:	*No Comments Received.*	

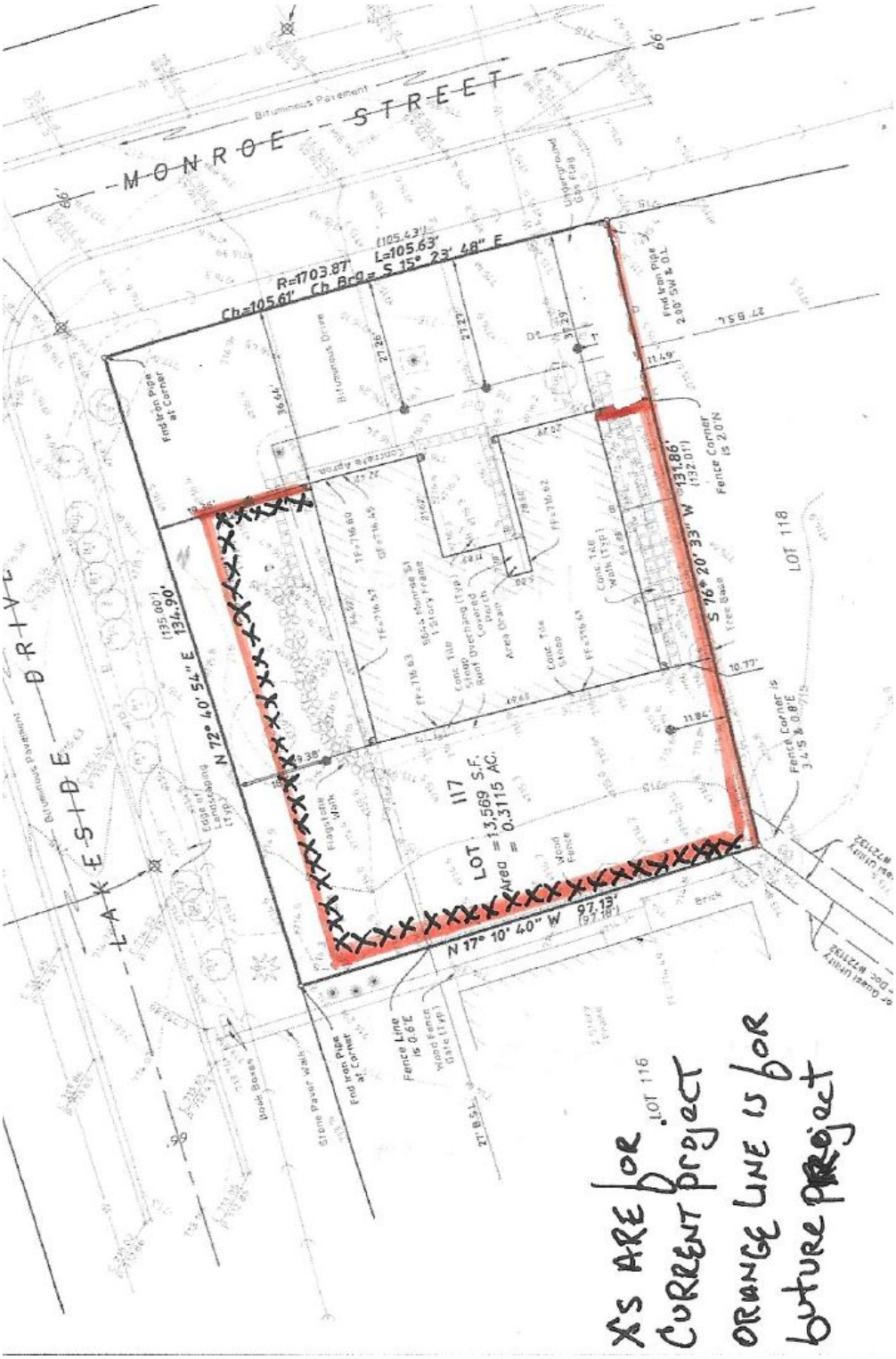
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	**REQUIRED**	**EXISTING**	**PROPOSED**
Height:	4'6"	NA	6'6"

LAND USE

Location	**Zoning**	**Existing Use**	**LUP**
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	LAKESIDE DRIVE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	MONROE STREET AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC


MONROE STREET
LAKESIDE DRIVE
R=1703.87'
L=105.63'
Ch=105.61'
Ch Brg = S 15° 23' 48" E
N 72° 40' 54" E
134.90'
S 76° 20' 33" W
131.86'
N 17° 10' 40" W
97.13'
LOT 117
Area = 13,569 S.F.
= 0.3115 AC.
LOT 118
LOT 116
X's ARE for CURRENT project
ORANGE LINE IS for future project

56th St
202
Lakeside Dr
206
206
Monroe St
Thurlow St
207

56th St
Lakeside Dr
Monroe St
Thurlow St
202
206
206
207

135
105.43
70
117 -011
97.18
116 -010
132.01
206
80

Sent: Monday, September 25, 2023 9:23 PM
To: Infelise, Jessica
Subject: Opposition to Zoning Petition ZONING-23-000062 MURPHY for Fence Construction

Follow Up Flag: Follow up
Flag Status: Flagged

[Caution: This email originated outside Dupageco.org. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

BUILDING & ZONING DEPARTMENT
JACK T. KNUEPFER ADMINISTRATION BUILDING
421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187

Re: Opposition to Zoning Petition ZONING-23-000062 MURPHY for Fence Construction at 5644 S MONROE STREET, HINSDALE, IL 60521

Dear Chairman Robert J. Kartholl and Members of the DuPage County Zoning Board of Appeals,

I am writing to formally express my concerns and opposition to the proposed construction of a 6'6" closed privacy fence within the 10' corner side yard setback at 5644 S Monroe Street, Hinsdale, IL 60521, as outlined in Zoning Petition ZONING-23-000062 MURPHY.

1. **Safety Hazard**: The construction of such a fence, particularly at the specified height and opacity, would severely restrict visibility around the corner. This poses a significant safety risk to motorists, pedestrians, and especially children. A clear line of sight is essential for safe navigation and to prevent potential accidents.

2. **Inconsistency with Neighborhood Aesthetic**: To the best of my knowledge and observation, there are currently no fences of similar nature in our neighborhood. Approving such a fence would not only be out of character but may also set a precedent for further deviations from the established neighborhood aesthetic.

3. **Traffic Implications**: Given that the house in question is located on a corner, it is imperative to ensure that any modifications to the property do not negatively impact traffic. The proposed fence would obstruct views for drivers, increasing the risk of vehicular collisions.

4. **Child Safety Concerns**: Many children in the area use the sidewalks and roads for play and commute. A restricted view due to the proposed fence increases the vulnerability of these children to potential accidents.

In light of the above concerns, I earnestly request the DuPage County Zoning Board of Appeals to reconsider the approval of this petition. As a member of this community, I believe it is crucial to prioritize the safety and well-being of its residents.

I will be unable to intend to attend the public hearing scheduled for September 27, 2023, at 2:30 p.m. and would like you to voice these concerns for me. I also urge fellow neighbors and property owners to critically evaluate the implications of such a fence construction and its long-term repercussions for our community.

Thank you for your attention to this matter. I trust that the Board will consider the concerns of the community members and make a decision that ensures the safety and well-being of all residents.

Sincerely,

Parry Singh

Sent: Sunday, October 1, 2023 3:24 PM
To: Building and Zoning Department <BuildingandZoning@dupageco.org>
Subject: Soning Petition ZONING-23-000062 MURPHY

[Caution: This email originated outside Dupageco.org. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Dear Mr. Stram,

We were away from our primary residence and out of the country when your office sent us a notice of a public hearing on the above referenced matter. As a consequence, we were not able to respond and appear in person or via Zoom. We would like to make our thoughts known via this email. We are property owners within 300 feet of the subject property. We live at 601 Lakeside Drive, Hinsdale, directly across the street from 5644 S. Monroe St.

It is our understanding that:

- this matter was not submitted nor approved by the Golfview Hills Homes Association as Article Two, Section 1 of its Protective Covenants require.
- as a corner lot, the requested set-back lines on both streets would be violated.
- the proposed height exceeds the six foot maximum and constitutes a height that would obstruct traffic vision or constitute a traffic hazard at an already dangerous intersection which serves as a school bus loading and unloading point.
- such a fence is not in keeping with the esthetics of the community. There is no such structure at any corner lot; in deed no fencing facing any property lot in Golfview Hills

Please consider these facts and opinions in you investigation into this zoning petition and your decision regarding it.

Respectfully submitted,

Alan and Joan Berger

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

File #: DC-O-0059-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.E.

Zoning Petition ZONING-23-000065 Hammersmith

WHEREAS, a public hearing was held on September 27, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years, on the property hereinafter described:

PARCEL 1: THE SOUTH 45 FEET OF LOT 16 AND ALL OF LOT 17 IN BLOCK 4 IN DUPAGE HIGHLANDS, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177384, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 5 FEET OF LOT 16 IN BLOCK 4 IN DUPAGE HIGHLANDS, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177384, IN DUPAGE COUNTY, ILLINOIS ; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 27, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow an existing shed and the total area of detached accessory buildings to remain where they have existed for at least five (5) years on the subject property.

B. That petitioner testified that they have lived at the subject property since 1981.

C. That petitioner testified that the subject shed has existed for at least twenty (20) years and is in great condition.

D. That petitioner testified that the subject shed is serviced with electric for lighting.

E. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief to allow an existing shed and the total area of detached accessory buildings to remain where they have existed for at least five (5) years do not have any impact on adjacent properties and roadways, do not impact on drainage, and do not impede ventilation and light to the subject property or adjacent properties.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the existing shed does not impact or impair the supply of light and air to adjacent properties.

b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the existing shed and that it was built pursuant to the current DuPage County building codes.

c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the existing shed does not diminish the value of land and that the adjacent neighbors do not object to the deck.

d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the existing shed is located behind the front wall of the home and does not impact traffic.

e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed.

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed.

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

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000065 HAMMERSMITH**	
ZONING REQUEST	1. Conditional Use to increase the total permitted are detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at years. 2. Conditional Use to reduce the rear setback existing shed from permitted 3 feet to approximately feet, where it has existed for at least 5 years.	
OWNER	DALE HAMMERSMITH, 1N540 CENTER AVEN WEST CHICAGO, IL 60185	
ADDRESS/LOCATION	1N540 CENTER AVENUE, WEST CHICAGO, IL	
PIN	04-01-204-034/ 04-01-204-035/ 04-01-204-033	
TWSP./CTY. BD. DIST.	WINFIELD	DISTRICT 6
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.35 ACRES (15,246 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 12, 2023	
PUBLIC HEARING	WEDNESDAY, SEPTEMBER 27, 2023	

ADDITIONAL INFORMATION:	
Building:	No Objections.
DUDOT:	Our office has no jurisdiction in this matter.
Health:	No Objections.
Stormwater:	No Objections.
Public Works:	Our office has no jurisdiction in this matter.
EXTERNAL:	
Village of Winfield:	*No Comments Received.*
Village of Carol Stream:	"No Comments"
City of Wheaton:	*No Comments Received.*
Winfield Township:	*No Comments Received.*
Township Highway:	Our office has no jurisdiction in this matter.
Winfield Fire Dist.:	*No Comments Received.*
Sch. Dist. 200:	*No Comments Received.*
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the inform provided in this notice and due to the sizable distance between the subject prop District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Rear Yard:	3 FT	1.8 FT	1.8 FT
Floor Area Ratio:	850 SQ. FT.	924 SQ. FT.	924 SQ. FT.

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	CENTER AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on September 27, 2023, recommends to approve the following zoning relief:

1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING -23-000065 Hammersmith** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that

occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on November 7, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING -23-000065 Hammersmith** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years, on the property hereinafter described:

PARCEL 1: THE SOUTH 45 FEET OF LOT 16 AND ALL OF LOT 17 IN BLOCK 4 IN DUPAGE HIGHLANDS, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177384, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 5 FEET OF LOT 16 IN BLOCK 4 IN DUPAGE HIGHLANDS, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177384, IN DUPAGE COUNTY, ILLINOIS ; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING -23-000065 Hammersmith** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; DALE HAMMERSMITH, 1N540 CENTER AVENUE, WEST CHICAGO, IL 60185; and Township Assessor, Winfield Township, 130 Arbor Avenue, West Chicago, IL 60185.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

Building Division

Zoning & Planning Division

Environmental Division

M E M O R A N D U M

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: November 7, 2023

RE: **ZONING-23-000065 Hammersmith (Winfield/ District 6)**

DuPage County Board: November 14, 2023:

Development Committee: November 7, 2023: The DuPage County Development Committee recommended to approve the following zoning relief:

1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING-23-000065 Hammersmith** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

Zoning Hearing Officer: September 27, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years.
2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **# ZONING-23-000065 Hammersmith** dated September 27, 2023.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow an existing shed and the total area of detached accessory buildings to remain where they have existed for at least five (5) years on the subject property.

B. That petitioner testified that they have lived at the subject property since 1981.

C. That petitioner testified that the subject shed has existed for at least twenty (20) years and is in great condition.

D. That petitioner testified that the subject shed is serviced with electric for lighting.

E. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief to allow an existing shed and the total area of detached accessory buildings to remain where they have existed for at least five (5) years do not have any impact on adjacent properties and roadways, do not impact on drainage, and do not impede ventilation and light to the subject property or adjacent properties.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

    a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the existing shed does not impact or impair the supply of light and air to adjacent properties.

    b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the existing shed and that it was built pursuant to the current DuPage County building codes.

    c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the existing shed does not diminish the value of land and that the adjacent neighbors do not object to the deck.

    d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the existing shed is located behind the front wall of the home and does not impact traffic.

    e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed.

    f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the existing shed.

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

PETITIONER'S DEVELOPMENT FACT SHEET

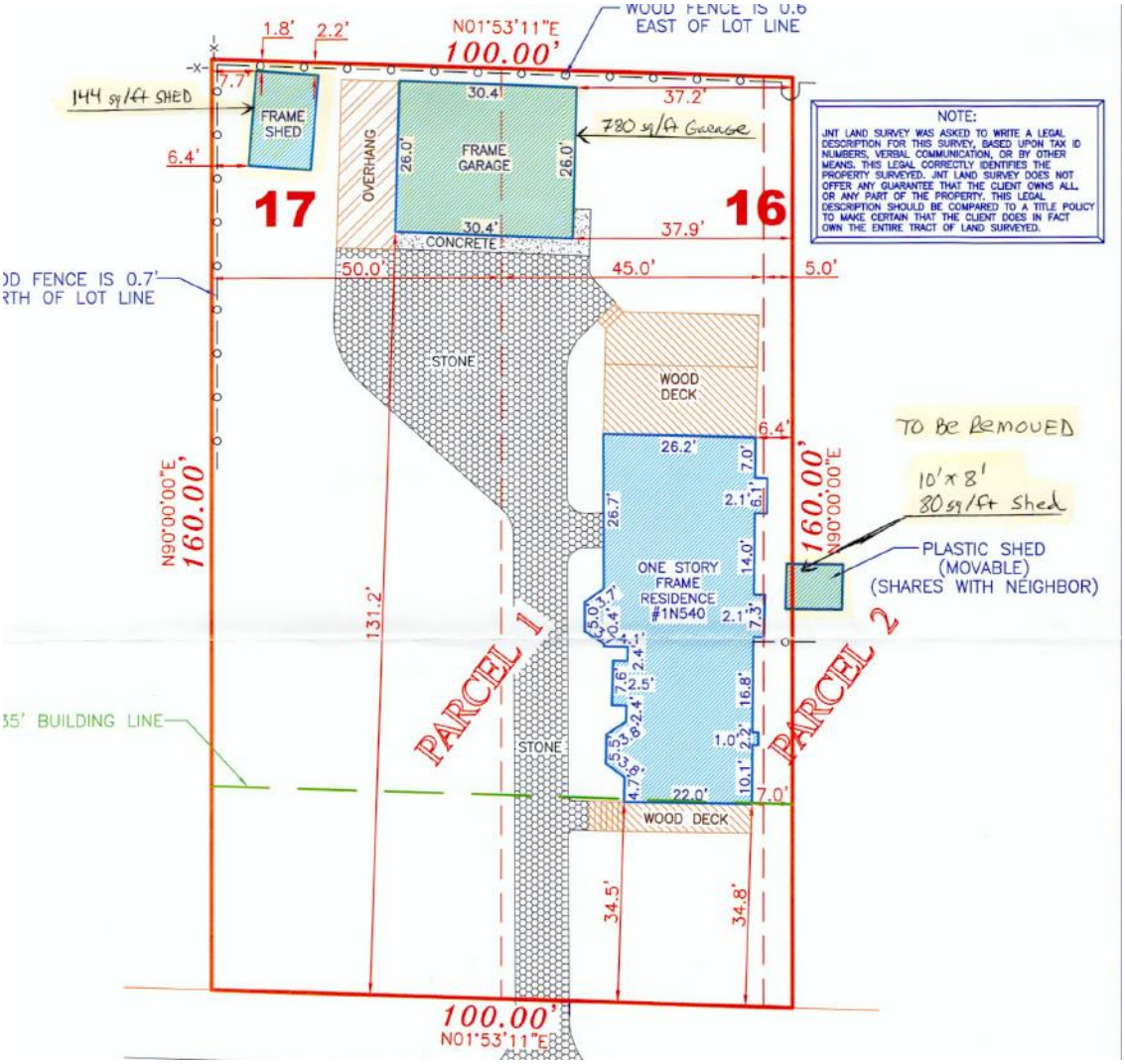
GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000065 HAMMERSMITH**	
ZONING REQUEST	1. Conditional Use to increase the total permitted area of detached accessory buildings from 850 sq. ft. to approximately 924 sq. ft., where it has existed for at least 5 years. 2. Conditional Use to reduce the rear setback for an existing shed from permitted 3 feet to approximately 1.8 feet, where it has existed for at least 5 years.	
OWNER	DALE HAMMERSMITH, 1N540 CENTER AVENUE, WEST CHICAGO, IL 60185	
ADDRESS/LOCATION	1N540 CENTER AVENUE, WEST CHICAGO, IL 60185	
PIN	04-01-204-034/ 04-01-204-035/ 04-01-204-033	
TWSP./CTY. BD. DIST.	WINFIELD	DISTRICT 6
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.35 ACRES (15,246 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 12, 2023	
PUBLIC HEARING	WEDNESDAY, SEPTEMBER 27, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	No Objections.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Winfield:	*No Comments Received.*	
Village of Carol Stream:	"No Comments"	
City of Wheaton:	*No Comments Received.*	
Winfield Township:	*No Comments Received.*	
Township Highway:	Our office has no jurisdiction in this matter.	
Winfield Fire Dist.:	*No Comments Received.*	
Sch. Dist. 200:	*No Comments Received.*	
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."	

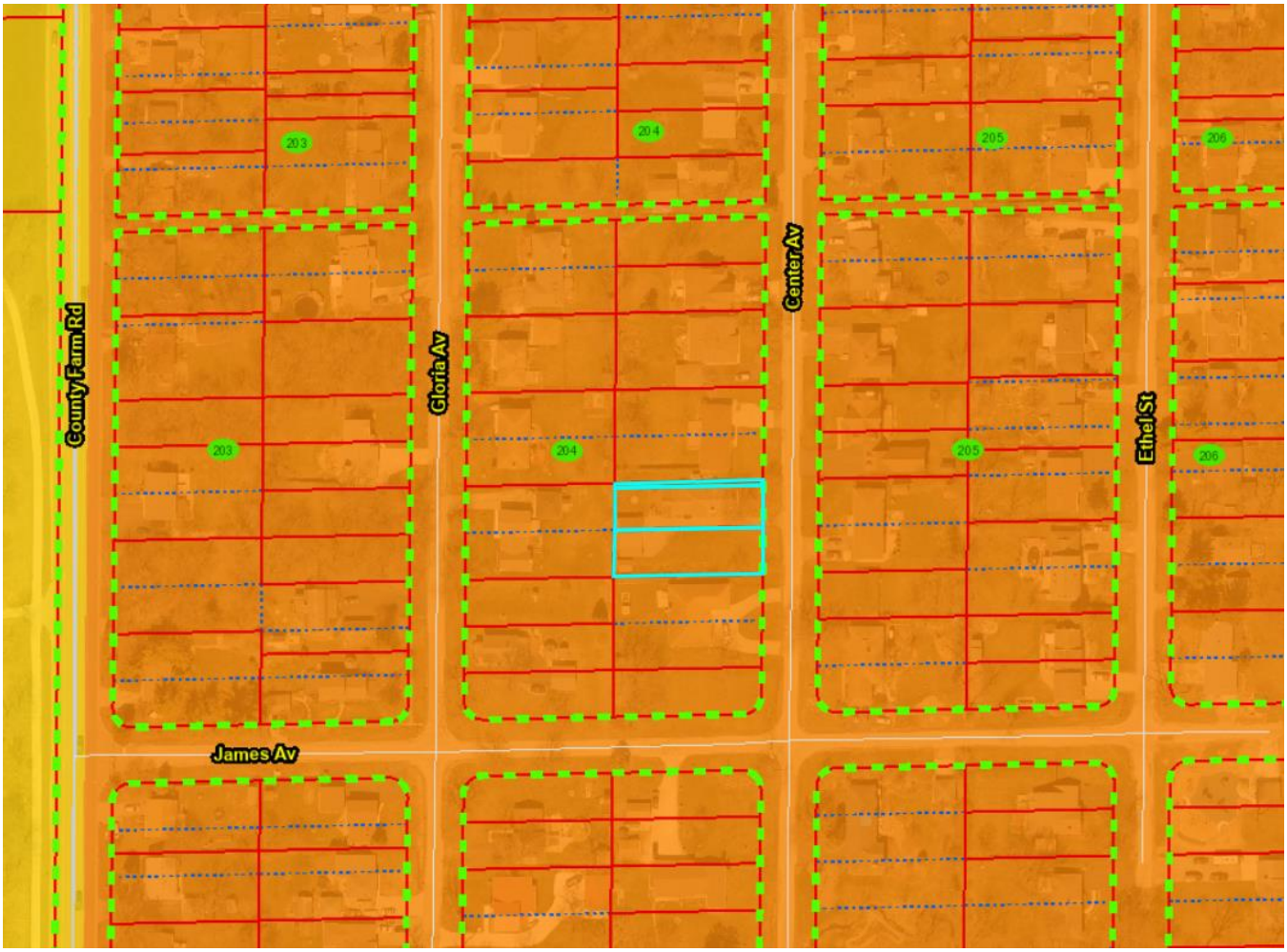
GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Rear Yard:	3 FT	1.8 FT	1.8 FT
Floor Area Ratio:	850 SQ. FT.	924 SQ. FT.	924 SQ. FT.

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	CENTER AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC


WOOD FENCE IS 0.6 EAST OF LOT LINE
N01°53'11"E
100.00'
1.8'
2.2'
7.7'
144 sq/ft SHED
FRAME SHED
6.4'
17
OVERHANG
30.4'
FRAME GARAGE
26.0'
26.0'
30.4'
CONCRETE
37.2'
780 sq/ft Garage
16
37.9'
NOTE:
JNT LAND SURVEY WAS ASKED TO WRITE A LEGAL DESCRIPTION FOR THIS SURVEY, BASED UPON TAX ID NUMBERS, VERBAL COMMUNICATION, OR BY OTHER MEANS. THIS LEGAL CORRECTLY IDENTIFIES THE PROPERTY SURVEYED. JNT LAND SURVEY DOES NOT OFFER ANY GUARANTEE THAT THE CLIENT OWNS ALL, OR ANY PART OF THE PROPERTY. THIS LEGAL DESCRIPTION SHOULD BE COMPARED TO A TITLE POLICY TO MAKE CERTAIN THAT THE CLIENT DOES IN FACT OWN THE ENTIRE TRACT OF LAND SURVEYED.
OD FENCE IS 0.7' RTH OF LOT LINE
50.0'
45.0'
5.0'
STONE
WOOD DECK
6.4'
TO BE REMOVED
10' x 8'
80 sq/ft Shed
PLASTIC SHED (MOVABLE) (SHARES WITH NEIGHBOR)
N90°00'00"E
160.00'
26.2'
7.0'
2.1'
6.1'
26.7'
14.0'
ONE STORY FRAME RESIDENCE #1N540
2.1'
7.3'
131.2'
PARCEL 1
PARCEL 2
16.8'
1.0'
2.2'
10.1'
22.0'
7.0'
35' BUILDING LINE
STONE
WOOD DECK
34.5'
34.8'
100.00'
N01°53'11"E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Center Av
Ethel St
James Av
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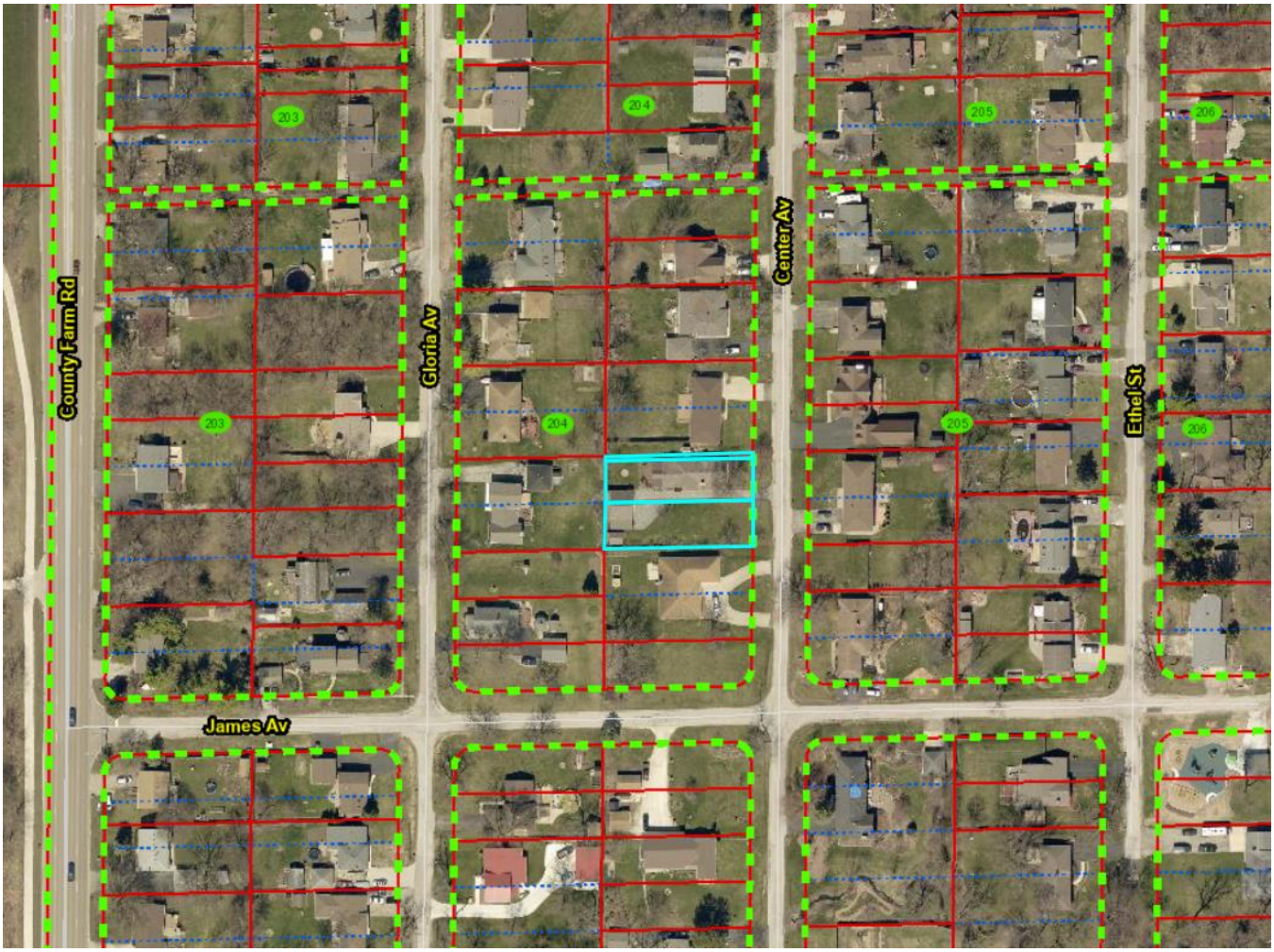
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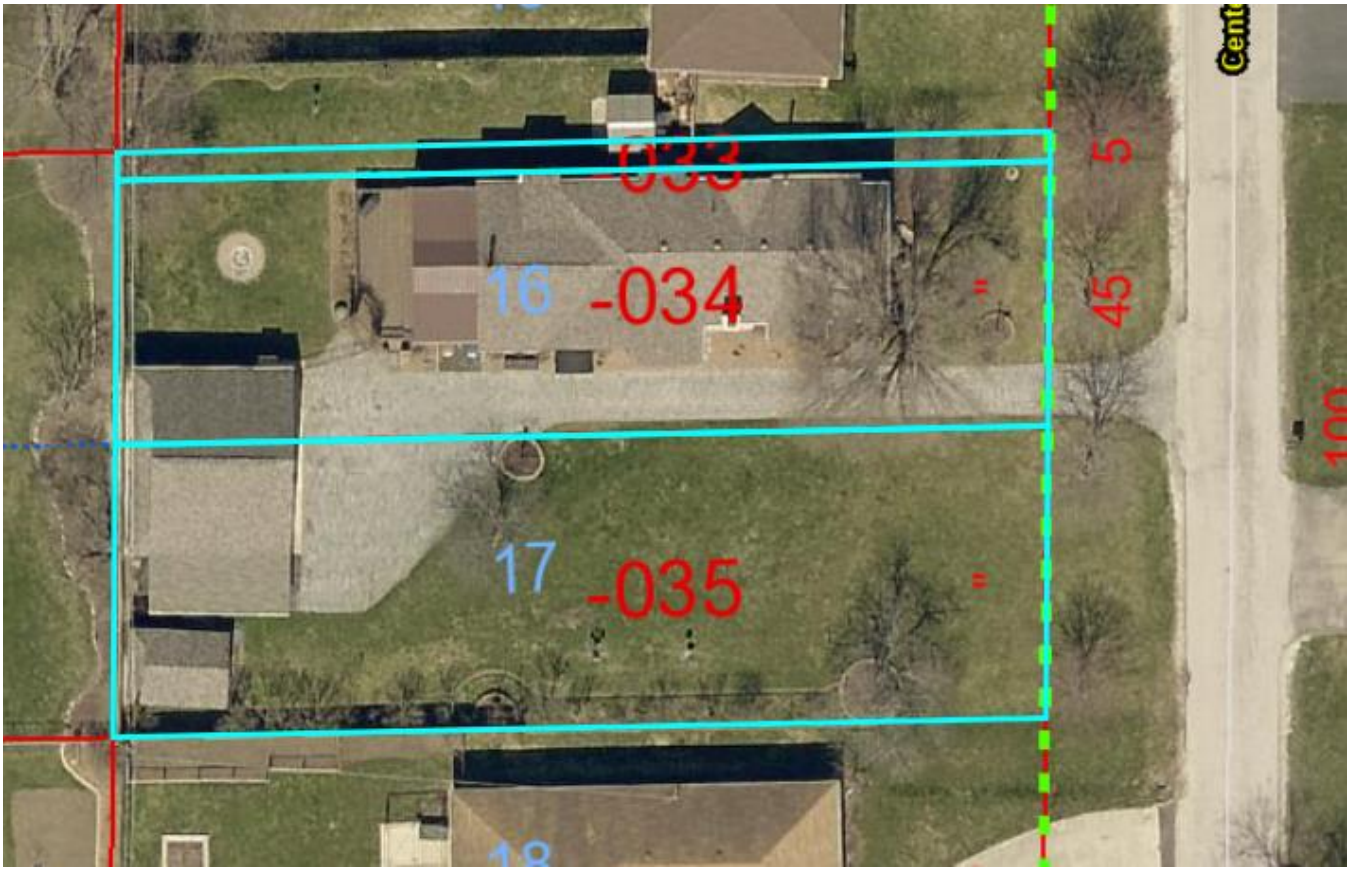
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421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DC-O-0060-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.F.

Zoning Petition ZONING-23-000068 Eckler

WHEREAS, a public hearing was held on October 4, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway, on the property hereinafter described:

LOTS 14, 15 AND THE WEST 25 FEET OF LOT 16 IN BLOCK 46 IN EAST WOODLAND ADDITION TO WEST CHICAOG, BEING A SRESUBDIVISION OF LOT 4 (EXCEPT THE WEST 179 FEET THEREOF) IN C.S. BOLLES ASSESSMENT PLAT OF PART OF SECTIONS 10, 11, AND 15, IN TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID EAST WOODLAND ADDITION TO WET CHICAGO, RECORDED JUNE 10, 1925 AS DOCUMENT 194380 IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 4, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow an existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

B. That petitioner testified that she purchased the camper/RV in January/February 2023.

C. That petitioner testified that she parks the subject camper/RV east-west alongside the existing shed.

D. That petitioner testified that she cannot park the subject camper/RV further to the east (facing an east-west direction) meeting the setback due to the existing septic system and possible impacts to the septic field.

a. That petitioner testified that she would not like to park the subject camper/RV facing a north-south

direction and at least 30 feet back from the corner side property line because she would consider that an eyesore.

b. Furthermore, that petitioner testified that if she parked the subject camper/RV facing north-south and at least 30 feet back from the corner side property line, the subject camper/ RV would be located in the middle of the property and would take up most of the subject property's backyard.

E. That Hearing Officer finds that petitioner has not demonstrated or provided sufficient evidence to allow an existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

a. In addition, that Hearing Officer finds that not parking the subject camper/RV in the buildable area because it would be considered an eyesore to the petitioner/would take up a portion of the backyard is not a valid reasoning for a Conditional Use and does not demonstrate the evidence required to approve a Conditional Use.

b. Furthermore, that Hearing Officer finds that petitioner has additional locations on the subject property to park the subject camper/RV, such as closer to the side of the house, which would meet all required setbacks.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has not demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

a. Impair an adequate supply of light and air to the adjacent property as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not impact or impair the supply of light and air to adjacent properties.

b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not increase the hazard from fire or other dangers.

c. Diminish the value of land and buildings throughout the County as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not diminish the value of land.

d. Unduly increase traffic congestion in the public streets and highways as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not increase traffic congestion in the public streets and highways.

e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not increase the potential for flood damages to adjacent properties.

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not incur additional public expense for flood protection.

g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not impair the public health, safety, comfort, morals, or general welfare of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000068 Eckler**	
ZONING REQUEST	Conditional Use to allow existing camper/RV to rem parked within the 30' corner side setback (approxima from corner side property line) on the rear driveway.	
OWNER	SHARON ECKLER, 28W504 BOLLES AVENUE, CHICAGO, IL 60185	
ADDRESS/LOCATION	28W504 BOLLES AVENUE, WEST CHICAGO, IL	
PIN	04-11-313-032/ 04-11-313-014	
TWSP./CTY. BD. DIST.	WINFIELD	DISTRICT 6
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.43 ACRES (18,731 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 19, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 4, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
City of West Chicago:	*No Comments Received.*	
Village of Winfield:	*No Comments Received.*	
Winfield Township:	*No Comments Received.*	
Township Highway:	Our office has no jurisdiction in this matter.	
Winfield Fire Dist.:	*No Comments Received.*	
Sch. Dist. 33:	*No Comments Received.*	

Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the inform provided in this notice and due to the sizable distance between the subject prop the District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Corner Side Yard:	30 FT	APPROX. 15 FT	APPROX. 15 FT

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	BOLLES AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
East	R-4 SF RES	HOUSE	0-5 DU AC
West	MORNINGSIDE AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 4, 2023, recommends to deny the following zoning relief:

Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

ZHO Recommendation to Deny

WHEREAS, the County Board Development Committee on November 7, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to not concur with the findings and recommends to approve the following zoning relief:

Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

Development Committee VOTE (to Approve): 4 Ayes, 1 Nays, 1 Absent

DEVELOPMENT COMMITTEE FINDINGS OF FACT:

A. That the Development Committee finds that petitioner has demonstrated and provided sufficient evidence to allow an existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

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

Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway, on the property hereinafter described:

LOTS 14, 15 AND THE WEST 25 FEET OF LOT 16 IN BLOCK 46 IN EAST WOODLAND ADDITION TO WEST CHICAOG, BEING A SRESUBDIVISION OF LOT 4 (EXCEPT THE WEST 179 FEET THEREOF) IN C.S. BOLLES ASSESSMENT PLAT OF PART OF SECTIONS 10, 11, AND 15, IN TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID EAST WOODLAND ADDITION TO WET CHICAGO, RECORDED JUNE 10, 1925 AS DOCUMENT 194380 IN DUPAGE COUNTY, ILLINOIS; and

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; SHARON ECKLER, 28W504 BOLLES AVENUE, WEST CHICAGO, IL 60185; and Township Assessor, Winfield Township, 130 Arbor Avenue, West Chicago, IL 60185.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

BUILDING & ZONING DEPARTMENT
630-407-6700
Fax: 630-407-6702
www.dupageco.org/building

DUPAGE COUNTY

Building Division
Zoning & Planning Division
Environmental Division

M E M O R A N D U M

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: November 7, 2023

RE: **ZONING-23-000068 Eckler (Winfield/ District 6)**

DuPage County Board: November 14, 2023:

Development Committee: November 7, 2023: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

Development Committee VOTE (to Approve): 4 Ayes, 1 Nays, 1 Absent

DEVELOPMENT COMMITTEE FINDINGS OF FACT:

A. That the Development Committee finds that petitioner has demonstrated and provided sufficient evidence to allow an existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

Zoning Hearing Officer: October 4, 2023: The Zoning Hearing Officer recommended to deny the following zoning relief:

Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

ZHO Recommendation to Deny

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow an existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

B. That petitioner testified that she purchased the camper/RV in January/February 2023.

C. That petitioner testified that she parks the subject camper/RV east-west alongside the existing shed.

D. That petitioner testified that she cannot park the subject camper/RV further to the east (facing an east-west direction) meeting the setback due to the existing septic system and possible impacts to the septic field.

   a. That petitioner testified that she would not like to park the subject camper/RV facing a north-south direction and at least 30 feet back from the corner side property line because she would consider that an eyesore.

   b. Furthermore, that petitioner testified that if she parked the subject camper/RV facing north-south and at least 30 feet back from the corner side property line, the subject camper/ RV would be located in the middle of the property and would take up most of the subject property's backyard.

E. That Hearing Officer finds that petitioner has not demonstrated or provided sufficient evidence to allow an existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.

   a. In addition, that Hearing Officer finds that not parking the subject camper/RV in the buildable area because it would be considered an eyesore to the petitioner/would take up a portion of the backyard is not a valid reasoning for a Conditional Use and does not demonstrate the evidence required to approve a Conditional Use.

   b. Furthermore, that Hearing Officer finds that petitioner has additional locations on the subject property to park the subject camper/RV, such as closer to the side of the house, which would meet all required setbacks.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has not demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not impact or impair the supply of light and air to adjacent properties.

b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not increase the hazard from fire or other dangers.

c. Diminish the value of land and buildings throughout the County as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not diminish the value of land.

d. Unduly increase traffic congestion in the public streets and highways as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not increase traffic congestion in the public streets and highways.

e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not increase the potential for flood damages to adjacent properties.

f. Incur additional public expense for flood protection, rescue or relief as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not incur additional public expense for flood protection.

g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has not demonstrated** or provided evidence that a camper/RV to remain parked within the corner side setback would not impair the public health, safety, comfort, morals, or general welfare of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000068 Eckler**	
ZONING REQUEST	Conditional Use to allow existing camper/RV to remain parked within the 30' corner side setback (approximately 15' from corner side property line) on the rear driveway.	
OWNER	SHARON ECKLER, 28W504 BOLLES AVENUE, WEST CHICAGO, IL 60185	
ADDRESS/LOCATION	28W504 BOLLES AVENUE, WEST CHICAGO, IL 60185	
PIN	04-11-313-032/ 04-11-313-014	
TWSP./CTY. BD. DIST.	WINFIELD	DISTRICT 6
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.43 ACRES (18,731 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 19, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 4, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
City of West Chicago:	*No Comments Received.*	
Village of Winfield:	*No Comments Received.*	
Winfield Township:	*No Comments Received.*	
Township Highway:	Our office has no jurisdiction in this matter.	
Winfield Fire Dist.:	*No Comments Received.*	
Sch. Dist. 33:	*No Comments Received.*	
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and the District property, we do not have any specific comments. Thank you."	

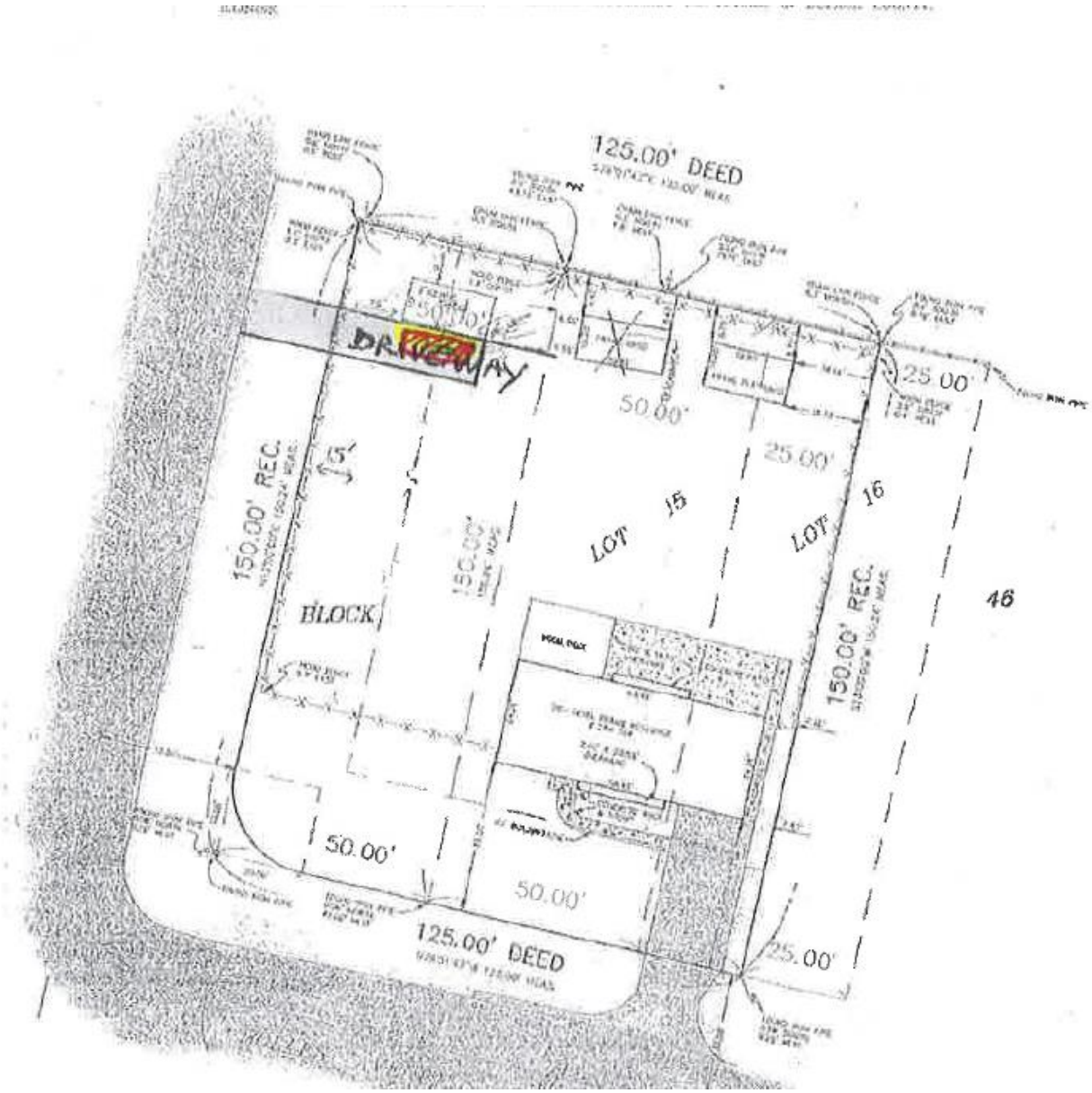
GENERAL BULK REQUIREMENTS:

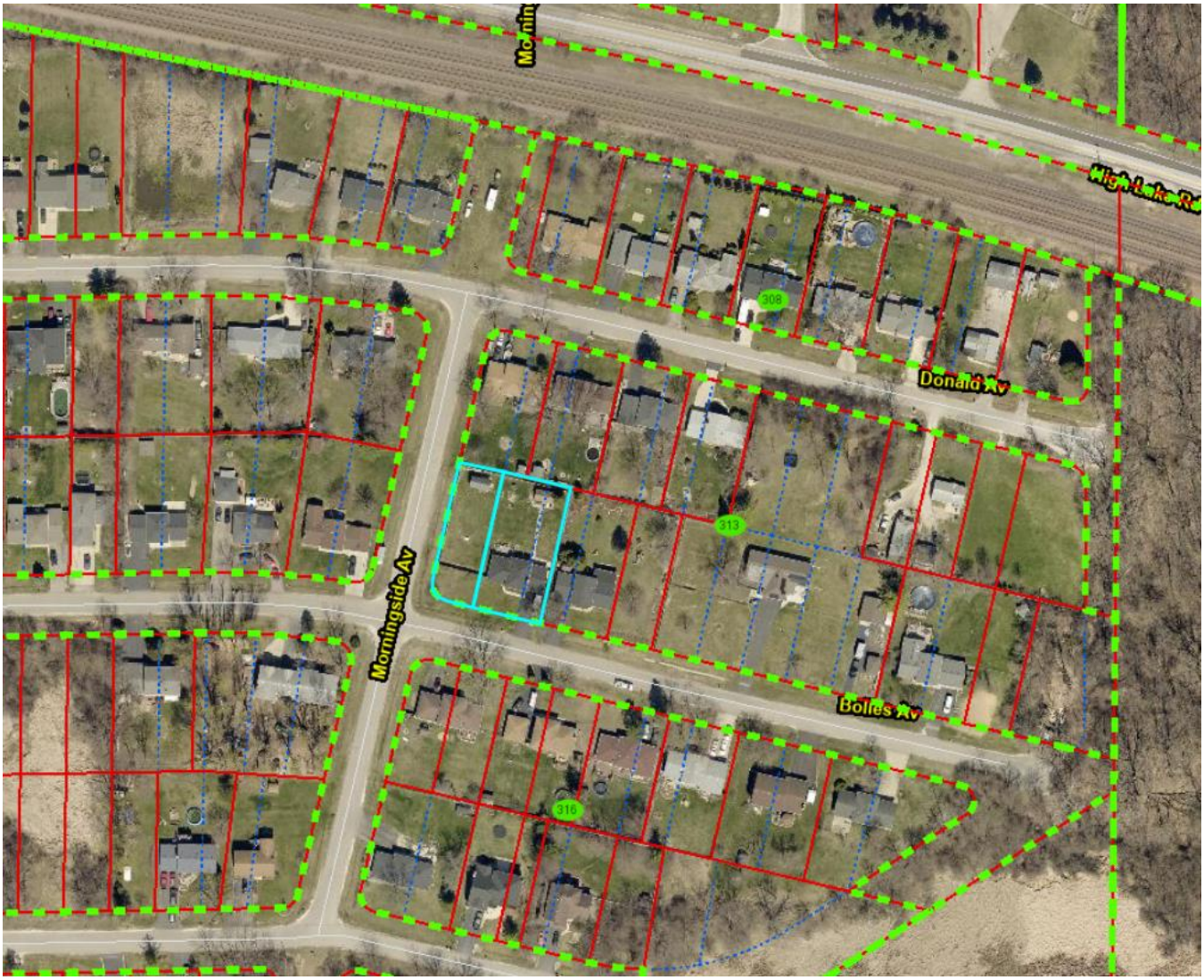
REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Corner Side Yard:	30 FT	APPROX. 15 FT	APPROX. 15 FT

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	BOLLES AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
East	R-4 SF RES	HOUSE	0-5 DU AC

West	MORNINGSIDE AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC


125.00' DEED
DRIVEWAY
50.00'
25.00'
25.00'
15'
150.00' REC.
LOT 15
LOT 16
BLOCK
150.00' REC.
46
50.00'
50.00'
125.00' DEED
25.00'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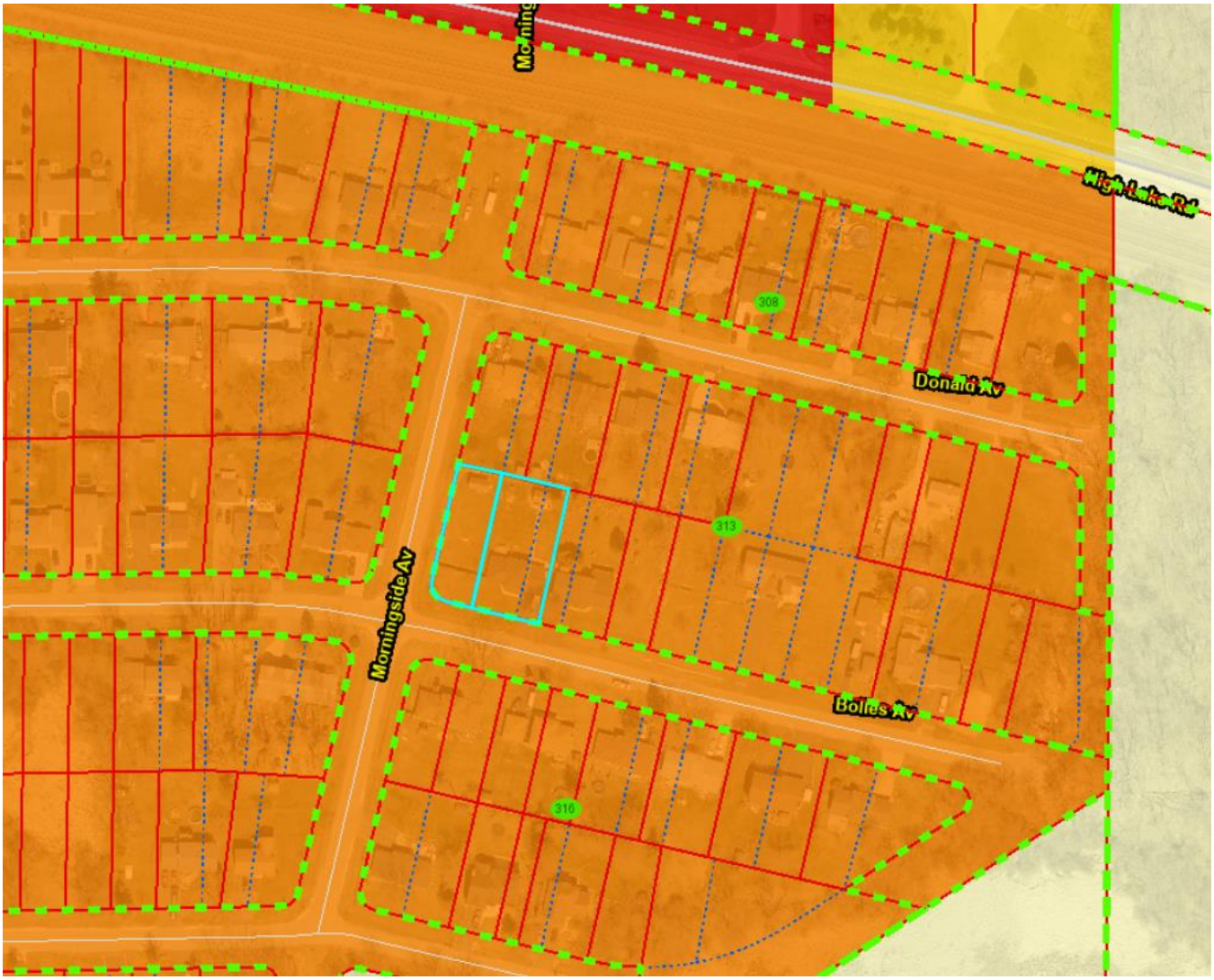
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421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DC-O-0061-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.G.

Zoning Petition ZONING-23-000071 Gilman

WHEREAS, a public hearing was held on October 4, 2023, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property, on the property hereinafter described:

LOT 4 IN BLOCK 11 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 4, 2023, does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow the finished side of fence to face inward instead of outward toward the adjacent property.

B. That petitioner originally applied for a Variation for the subject zoning relief, and that the request was converted to a Conditional Use at the public hearing, as a Conditional Use is lesser zoning relief than a Variation, and that conditions can therefore be placed on the subject fence to mitigate any future impacts on adjacent properties.

C. That petitioner testified that they have requested the subject zoning relief as their fence contractor installed the subject fence incorrectly and that the wood fence that they ordered was supposed to be the same on both sides of the fence.

D. That petitioner's adjacent neighbors testified that they do not have any objections to the subject fence.

E. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief to allow the

finished side of fence to face inward instead of outward toward the adjacent property does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the subject property or adjacent properties.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the subject fence does not impact or impair the supply of light and air to adjacent properties.

   b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they have received a building permit from the County for the subject fence.

   c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the subject fence does not diminish the value of land and that the adjacent neighbors do not object to the fence.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the subject fence is located behind the front wall of the home and does not impact traffic.

   e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.

   f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.

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

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000071 Gilman**	
ZONING REQUEST	Variation to allow the finished side of fence to face i instead of outward toward the adjacent property.	
OWNER	KEVIN AND SARA GILMAN, 5820 WOODWAR AVENUE, DOWNERS GROVE, IL 60516	
ADDRESS/LOCATION	5820 WOODWARD AVENUE, DOWNERS GROV 60516	
PIN	08-13-214-009	
TWSP./CTY. BD. DIST.	LISLE	DISTRICT 2
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.45 (19,602 SQ. FT.)	
UTILITIES	WATER AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 19, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 4, 2023	

ADDITIONAL INFORMATION:	
Building:	No Objections.
DUDOT:	Our office has no jurisdiction in this matter.
Health:	No Objections.
Stormwater:	Our office has no jurisdiction in this matter.
Public Works:	Our office has no jurisdiction in this matter.
EXTERNAL:	
Village of Woodridge:	Our office has no jurisdiction in this matter.
Village of Downers Grove	Objects.
Village of Lisle:	Our office has no jurisdiction in this matter. "Subject property is not within the Boundary Agreement."
Lisle Township:	*No Comments Received.*
Township Highway:	No Objections.
Darien-Woodridge Fire D	*No Comments Received.*
Sch. Dist. 58:	*No Comments Received.*
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the inform provided in this notice and due to the sizable distance between the subject prop the District property, we do not have any specific comments. Thank you."

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	WOODWARD AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 4, 2023, recommends to approve the following zoning relief:

Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000071 Gilman** dated October 4, 2023.

2. That the Conditional Use zoning relief shall expire after fifteen (15) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

WHEREAS, the County Board Development Committee on November 7, 2023, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000071 Gilman** dated October 4, 2023.

2. That the Conditional Use zoning relief shall expire after fifteen (15) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property, on the property hereinafter described:

LOT 4 IN BLOCK 11 IN DOWNERS GROVE GARDENS, A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000071 Gilman** dated October 4, 2023.

2. That the Conditional Use zoning relief shall expire after fifteen (15) years from the date of approval of the subject

zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; KEVIN AND SARA GILMAN, 5820 WOODWARD AVENUE, DOWNERS GROVE, IL 60516; and Township Assessor, Lisle Township, 4721 Indiana Avenue, Lisle, IL 60532

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

Building Division
Zoning & Planning Division
Environmental Division

M E M O R A N D U M

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: November 7, 2023

RE: **ZONING-23-000071 Gilman (Lisle/ District 2)**

DuPage County Board: November 14, 2023:

Development Committee: November 7, 2023: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000071 Gilman** dated October 4, 2023.

2. That the Conditional Use zoning relief shall expire after fifteen (15) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The structure is voluntarily removed.

3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

Zoning Hearing Officer: October 4, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional Use to allow the finished side of fence to face inward instead of outward toward the adjacent property.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **#ZONING-23-000071 Gilman** dated October 4, 2023.

2. That the Conditional Use zoning relief shall expire after fifteen (15) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

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3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

4. That petitioner maintains the existing landscaping around the perimeter of the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is to allow the finished side of fence to face inward instead of outward toward the adjacent property.

B. That petitioner originally applied for a Variation for the subject zoning relief, and that the request was converted to a Conditional Use at the public hearing, as a Conditional Use is lesser zoning relief than a Variation, and that conditions can therefore be placed on the subject fence to mitigate any future impacts on adjacent properties.

C. That petitioner testified that they have requested the subject zoning relief as their fence contractor installed the subject fence incorrectly and that the wood fence that they ordered was supposed to be the same on both sides of the fence.

D. That petitioner's adjacent neighbors testified that they do not have any objections to the subject fence.

E. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief to allow the finished side of fence to face inward instead of outward toward the adjacent property does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the subject property or adjacent properties.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

    a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the subject fence does not impact or impair the supply of light and air to adjacent properties.

    b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they have received a building permit from the County for the subject fence.

    c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the subject fence does not diminish the value of land and that the adjacent neighbors do not object to the fence.

    d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the subject fence is located behind the front wall of the home and does not impact traffic.

    e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.

    f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.

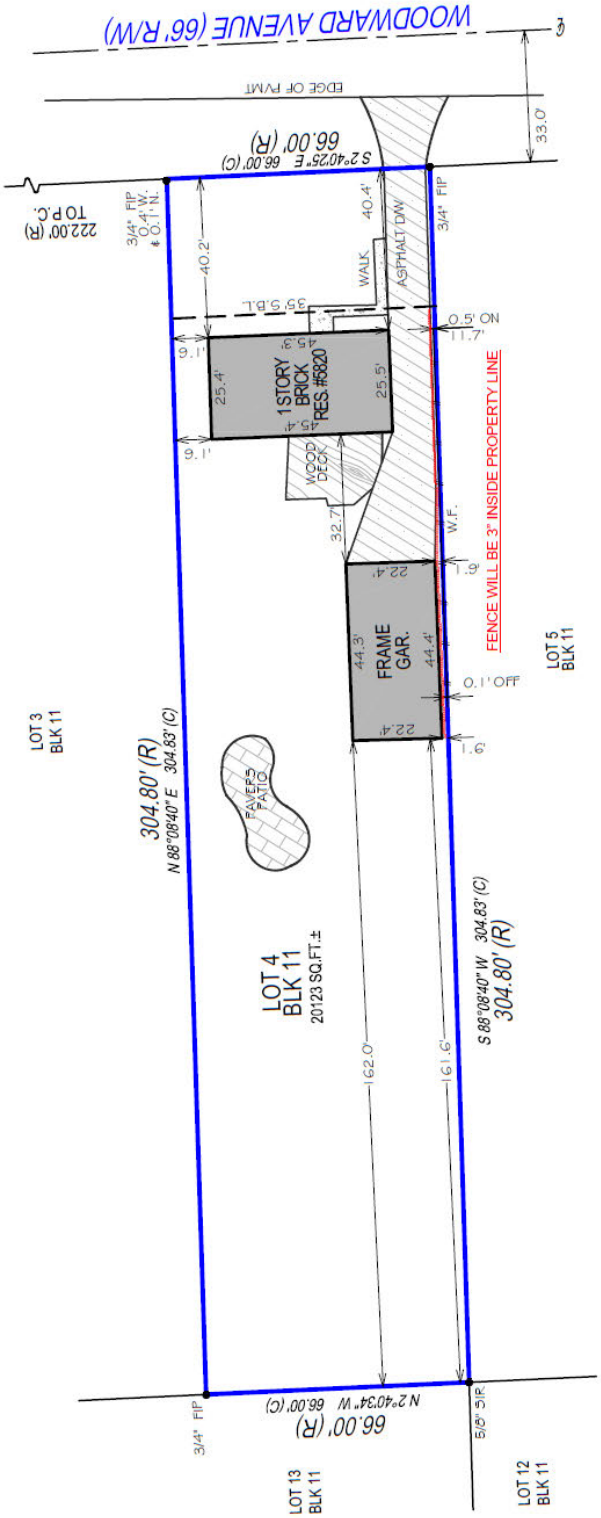
    g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the subject fence does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and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

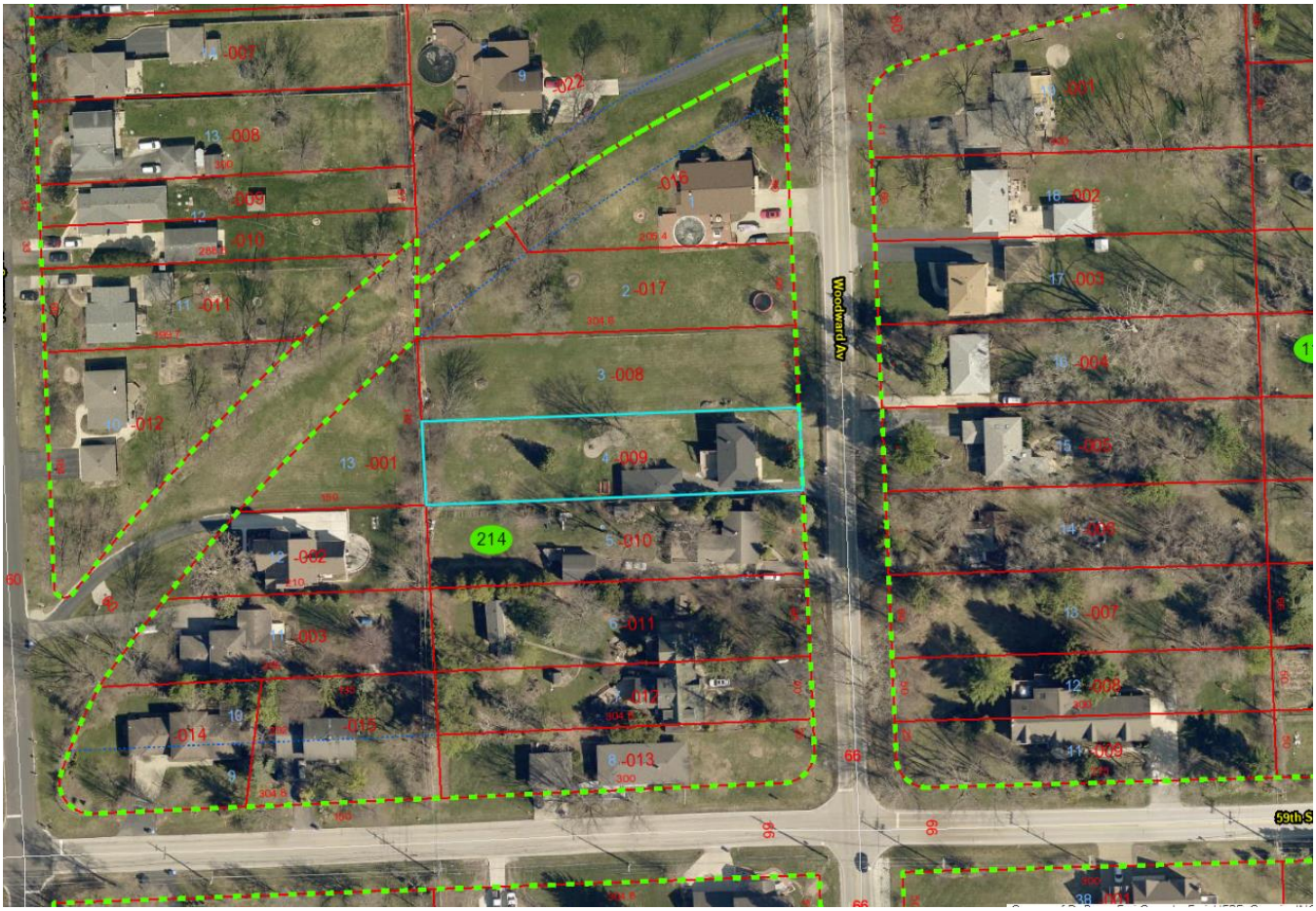
PETITIONER'S DEVELOPMENT FACT SHEET

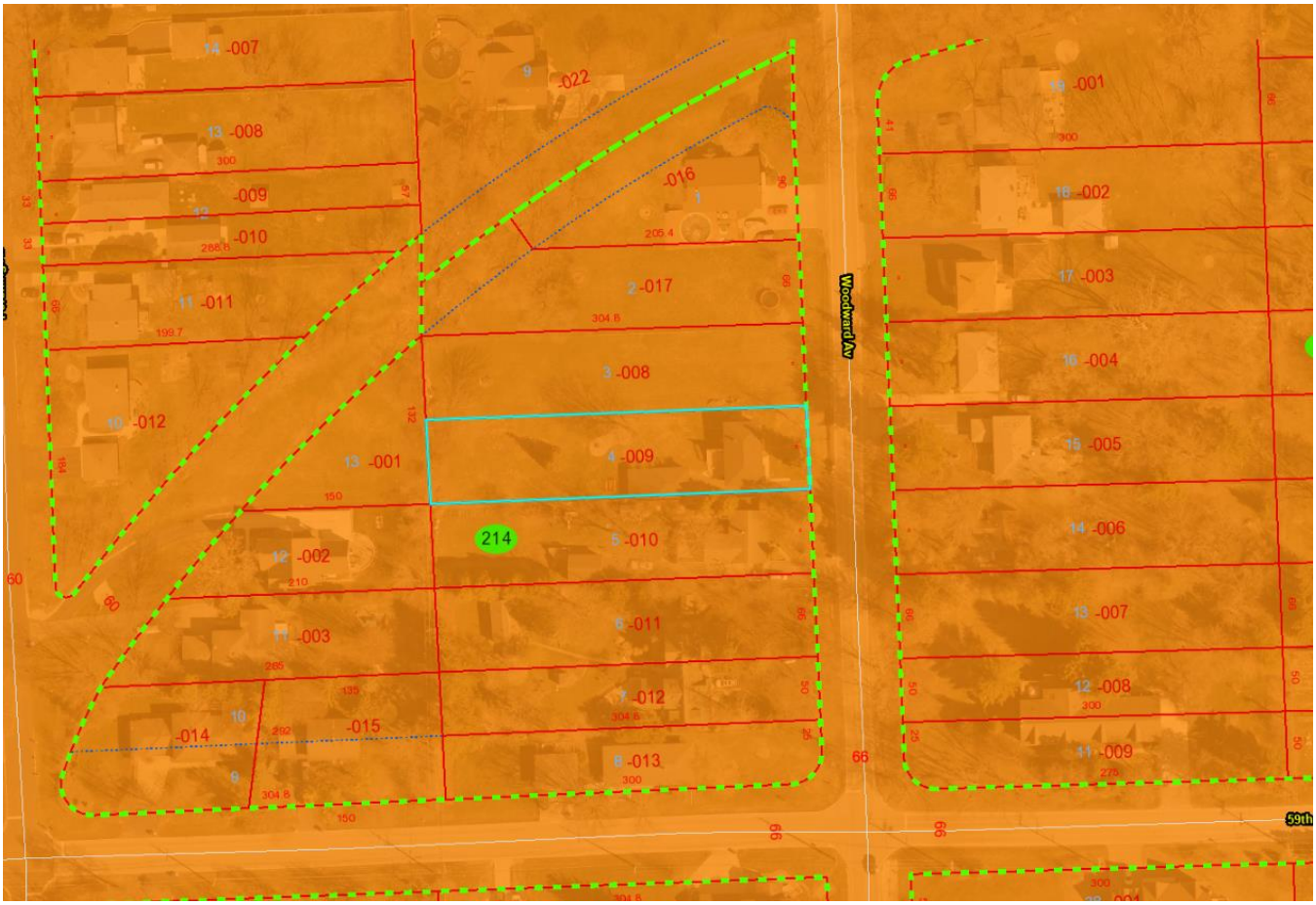
GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	**ZONING-23-000071 Gilman**	
ZONING REQUEST	Variation to allow the finished side of fence to face inward instead of outward toward the adjacent property.	
OWNER	KEVIN AND SARA GILMAN, 5820 WOODWARD AVENUE, DOWNERS GROVE, IL 60516	
ADDRESS/LOCATION	5820 WOODWARD AVENUE, DOWNERS GROVE, IL 60516	
PIN	08-13-214-009	
TWSP./CTY. BD. DIST.	LISLE	DISTRICT 2
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.45 (19,602 SQ. FT.)	
UTILITIES	WATER AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 19, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 4, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Woodridge:	Our office has no jurisdiction in this matter.	
Village of Downers Grove:	Objects.	
Village of Lisle:	Our office has no jurisdiction in this matter. "Subject property is not within the Village's Boundary Agreement."	
Lisle Township:	*No Comments Received.*	
Township Highway:	No Objections.	
Darien-Woodridge Fire Dist.:	*No Comments Received.*	
Sch. Dist. 58:	*No Comments Received.*	
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and the District property, we do not have any specific comments. Thank you."	

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	WOODWARD AVENUE AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC


WOODWARD AVENUE (66' R/W)
EDGE OF PVMT
33.0'
S 2°40'25" E 66.00' (C)
66.00' (R)
222.00' (R)
TO P.C.
3/4" FIP
0.4' W.
0.1' N.
40.2'
40.4'
WALK
ASPHALT DW
3/4" FIP
35' S.B.L.
0.5' ON
11.7'
1.6'
25.4'
45.4'
1 STORY
BRICK
RES. #5820
25.5'
45.3'
1.6'
WOOD DECK
32.7'
W.F.
22.4'
1.6'
FENCE WILL BE 3" INSIDE PROPERTY LINE
44.3'
FRAME
GAR.
44.4'
0.1' OFF
22.4'
1.6'
LOT 5
BLK 11
LOT 3
BLK 11
304.80' (R)
N 88°08'40" E 304.83' (C)
PAVERS
PATIO
LOT 4
BLK 11
20123 SQ.FT.±
162.0'
161.6'
S 88°08'40" W 304.83' (C)
304.80' (R)
3/4" FIP
66.00' (R)
N 2°40'34" W 66.00' (C)
5/8" SIR
LOT 13
BLK 11
LOT 12
BLK 11


Woodward Av
59th S
214


Woodward Av
59th
214

Woodward Av
4 -009
214

September 6, 2023

To Whom It May Concern:

My wife and I recently had a 90-foot strip of fencing erected on the interior side between our driveway and neighbor's yard to replace the aging fence that separates our yards. Our neighbor also contributed to the cost of the project. We are requesting a variation because we received a yellow inspection rejection sticker stating, "Finished side of fence must face neighboring property."

We chose a cedar horizontal fence believing it would look the same on both sides and adhere to the code. The boards for the horizontal fence should have been placed directly in the center of the posts, creating a mirror image. Unfortunately, we discovered after its completion that each side differs slightly, which was not what we intended.

This unforeseen discrepancy has put us in a very difficult position as altering the fence to comply with the county's requirements would be both financially burdensome and technically challenging as there is no easy way to make this change. Although the fence does not have the "finished" side facing the adjacent property, our neighbor is very happy with it, and we believe the fence will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

We humbly request that the County please allow this variation to keep our fence as is.

Thank you for your time and consideration.

Kevin and Sara Gilman
5820 Woodward Ave
Downers Grove, IL 60516
[redacted]

OUR FENCE

NEIGHBOR'S SIDE

DUPAGE COUNTY

Building Division

Zoning & Planning Division

Environmental Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

DU PAGE COUNTY ZONING HEARING OFFICER PROGRAM

Zoning Petition ZONING-23-000071 Gilman

Please review the information herein and return with your comments to:
Jessica Infelise, DuPage County Building and Zoning Department, 421 North County Farm Road, Wheaton, Illinois 60187; or via email at Jessica.Infelise@dupageco.org or via facsimile at 630-407-6702 by **OCTOBER 3, 2023.**

COMMENT SECTION:
: OUR OFFICE HAS NO JURISDICTION IN THIS MATTER
: NO OBJECTION/CONCERNS WITH THE PETITION
: NO OBJECTION/CONCERNS WITH THE CONCEPT OF THE PETITION. ADDITIONAL INFORMATION MAY BE REQUIRED AT TIME OF PERMIT APPLICATION
X : I OBJECT/ HAVE CONCERNS WITH THE PETITION.
COMMENTS:
SIGNATURE: [redacted] TE: 9/28/2023
MUNICIPALI[redacted]OWNERS GROVE

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000071 Gilman	
ZONING REQUEST	Variation to allow the finished side of fence to face inward instead of outward toward the adjacent property.	
OWNER	KEVIN AND SARA GILMAN, 5820 WOODWARD AVENUE, DOWNERS GROVE, IL 60516	
ADDRESS/LOCATION	5820 WOODWARD AVENUE, DOWNERS GROVE, IL 60516	
PIN	08-13-214-009	
TWSP./CTY. BD. DIST.	LISLE	DISTRICT 2
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.45 (19,602 SQ. FT.)	
UTILITIES	WATER AND SEPTIC	
PUBLICATION DATE	Daily Herald: SEPTEMBER 19, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 4, 2023	

PLEASE NOTE: FILING OF THIS FORM DOES NOT SUBSTITUTE FOR A FORMAL OBJECTION PURSUANT TO THE ILLINOIS STATE STATUTES.

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

File #: DC-O-0062-23 **Agenda Date:** 11/7/2023 **Agenda #:** 12.H.

PROPOSED UPDATES TO THE DUPAGE COUNTY BUILDING CODE FOR ADOPTION AND RE-CODIFICATION OF CHAPTER 8 OF THE DUPAGE COUNTY CODE (REQUEST TO WAIVE THE 1ST READING)

WHEREAS it is necessary and desirable from time to time for the County to review its Building Code procedures and where necessary update the County Building Code to unsure that the County continues to stay current with its Building Code procedures and consistent with other jurisdictions throughout DuPage County; and

WHEREAS the proposed code updates herein will enable the County to keep pace with changes in the industry standards providing more clarity and aid in the ability to enforce our codes; and

WHEREAS the County Building Code is updated periodically. The County shall continue to amend its code to stay current with these industry updates; and

WHEARAS the County seeks to continually review and update its Building Code to stay current with such items as State of Illinois mandated electric vehicle charging requirements, clarification with records retention requirements, strengthening the code language for plan submittal requirements, etc., and

WHEREAS the County Board Development Committee on November 7, 2023, considered the recommendations of staff and recommends approval of the proposed update and amendments to the DuPage County Building Code for adoption and re-codification of Chapter 8 of the DuPage County Code attached hereto and made a part hereof as Exhibit #1.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the proposed updates and amendments to the DuPage County Building Code for adoption and re-codification of Chapter 8 of the DuPage County Code attached hereto and made a part hereof as Exhibit #1 is granted;

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

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

Enacted and approved this 14th of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DU PAGE COUNTY

BUILDING CODE

THE CODE

OF

DUPAGE COUNTY

General Enactments

of the

County

Amended, ~~October 26, 2021~~ November 14, 2023

Effective January 1, ~~2022,~~ 2024

CHAPTER 1 BUILDING CODE

Art. I. Building Code, Sections 8-100
Art. II. Minimum Planning Requirements, Sections 8-200
Art. III. Minimum Construction Requirements, Sections 8-300
Art. IV-A. Illinois Plumbing Code, Section 8-400
Art. IV-B. Reserved
Art. V. Illinois Energy Efficient Building Code, Section 8-500
Art. VI. National Electrical Code 2020, Section 8-600
Art. VII. International Building Code 2021, Section 8-700
Art. VIII. International Mechanical Code 2021, Section 8-800
Art. IX. International Property Maintenance Code 2021, Section 8-900
Art. X. International Fuel Gas Code 2021, Section 8-1000
Art. XI. International Fire Code 2021, Sections 8-1100
Art. XII. International Existing Structures Code 2021, 8-1200
Art. XIII. International Swimming Pool and Spa Code 2021, 8-1300

BUILDING CODE

Unlike the other codification numbers, the Building Code is numbered on a one hundred (100) section number basis. An eight (8) has been added to each section of the Building Code to denote "Chapter 8". In addition, each section is divided into a subsection, which is numbered on a decimal basis or alphabetical basis (i.e. 8-100.1, 8-100.2, or 8-200.A, 200.B etc.) The hundred series has been established by the Building Division of the Building & Zoning Department and is preserved in the DuPage County Code.

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8-101.2 Exemptions
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8-101.4 Continuation of Unlawful Use and Occupancy
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CHAPTER 8
BUILDING CODE

ARTICLE I. BUILDING CODE

8-100: SCOPE:

8-100.1: Title:

These regulations shall be known as the DuPage County Building Code hereinafter referred to as "this Code".

1. Additional County regulations frequently referenced within this Code include the DuPage County Zoning Ordinance and the DuPage Countywide Stormwater and Floodplain Ordinance (CSFPO)

8-100.2: Purpose of Code:

The purpose of this Code is to provide safety, health and public welfare through structural strength and stability, means of egress, adequate light and ventilation, energy conservation and protection to life and property from fire and hazards incidental to the use, design, construction, alteration, relocation, removal or demolition of buildings and structures.

8-100.3: Scope:

These regulations shall control all matters concerning the construction, alteration, addition, repair, relocation, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, and shall apply to existing or proposed buildings and structures: except as such matters are otherwise provided for in other ordinances or statutes, or in the rules and regulations authorized for promulgation under the provisions of this Code.

8-100.4: Referenced Codes and Standards:

The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and referenced codes and standards, the provisions of this Code shall apply.

8-100.5: Code Remedial:

This Code shall be construed to secure its expressed intent, which is to ensure public safety, health and welfare insofar as they are affected by building construction, through structural strength, adequate egress facilities, sanitary equipment, light and ventilation, and fire safety: and, in general, to secure safety to life and property from all hazards

incident to the design, erection, repair, removal, demolition or use and occupancy of buildings, structures or premises.

8-101: APPLICABILITY:

8-101.1: General:

The provisions of these regulations shall cover all matters affecting or relating to buildings and structures, within unincorporated DuPage County and as set forth in section 8-100 of this article.

8-101.2: Exemptions:

Exemptions: A building or structure shall not be constructed, added to, extended, repaired, removed, relocated, demolished, or altered, or the occupancy or use thereof changed in violation of these provisions. The following activities, buildings and structures shall be deemed exempt from the application of this Code as hereafter provided for:

1. Ordinary repairs and maintenance.

2. Re-roofing and/or residing where the installation of the new roofing and/or siding is over existing roofing and/or siding. Maximum of two (2) overlay roofs permitted for a total of three (3) roofs permitted.

3. Buildings and structures used for or intended for use for agricultural purposed on tracts of land with an agricultural use.

4. Nonconforming buildings and structures provided that such buildings or structures are not further added to, altered, repaired, moved or relocated.

8-101.3: Matters Not Covered:

Any requirement essential for structural, fire or sanitary safety of an existing or proposed building or structure, or essential for the safety of the occupants thereof, and which is not specifically covered by this Code, shall be determined by the Building Official.

8-101.4: Continuation of Unlawful Use And Occupancy:

The continuation of the occupancy or use of a building or structure, or part thereof, contrary to the provisions of this Code, or to maintain, use or occupy any building or structure, or part thereof, constructed, built, altered, added to, relocated, repaired or moved in violation of this Code, shall be deemed a violation and subject to the penalties prescribed in section 8-117.4 of this article.

8-101.5: Other Regulations:

When the provisions herein specified for health, safety and welfare are more restrictive than other regulations, this Code shall control; but in any case, the most restrictive requirements of either the Building Code or other regulations shall apply whenever they may be in conflict.

8-102: VALIDITY:

8-102.1: Partial Invalidity:

In the event any part or provision of this Code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions thereof, which may or shall be determined to be legal; and it shall be presumed that this Code would have been passed without such illegal or invalid parts or provisions.

8-102.2: Segregation of Invalid Provisions:

Any invalid part of this Code shall be segregated from the remainder of the Code by the court holding such part invalid, and the remainder shall remain effective.

8-102.3: Decisions Involving Existing Structures:

The invalidity of any provision in any section of this Code as applied to existing buildings and structures shall not be held to affect the validity of such section in its application to buildings and structures hereafter erected.

8-103: EXISTING BUILDINGS AND STRUCTURES:

8-103.1: Continuation of Nonconforming Use:

The legal use and occupancy of any nonconforming building or structure existing on the date of adoption of this Code or for which it has been heretofore approved, may be continued without change, except as may be specifically covered in this Code, or as may be deemed necessary by the Building Official for the general health, safety and welfare of the occupants and the public.

8-103.2: Change in Use:

It shall be unlawful to make any change in the use, occupants or occupancy of any structure or portion thereof which would subject it to any special provisions of this Code without approval of the Building Official, and the Building Official's certification that such structure meets the intent of the provisions of law governing building construction for the proposed new use and occupancy, and that such change does not result in any greater hazard to public safety or welfare.

8-103.3: Alterations or Repairs:

Existing buildings or structures altered or repaired, either by voluntary or by involuntary act that meets any of the criteria below, as determined by the Building Official, shall

upgrade all life-safety systems and features, building components, assemblies, equipment, and be made to conform to the current requirements of this Code. Alterations and/or repairs shall not cause an existing building or structure to become unsafe or adversely affect the performance of the building or structure.

1. Commercial:

~~a. Alterations and/or repairs affecting twenty-five percent (25%) or more of the floor area of the existing structure as determined by the Building Official.~~

a. Any repair, reconstruction, rehabilitation, addition, or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds twenty-five percent (25%) of the market value of a structure before the improvement or repair is started as determined by the Building Official

b. A project that increases or decreases the number of tenant spaces in a building.

c. Any change in use group.

d. A change in the operations of a use group that poses a greater risk to life-safety.

2. One and Two-family Dwellings:

Where fifty percent (50%) or more of the existing floor area is being remodeled, altered or demolished or where the square footage of the existing structure is increased by fifty percent (50%) or more, the entire structure shall be constructed as new construction and shall meet all the requirements for such as set forth in this Code. Where ~~fifty percent (50%)~~ one hundred fifty square feet (150 sq.ft.) or more of the existing roofing or siding on the exterior is damaged the entire exterior shall be constructed as new construction as determined by the Building Official.

8-103.4: Increase in Size:

If the building or structure is increased in gross floor area or number of stories, the entire building or structure shall be made to conform with the requirements of this Code in respect to means of egress, fire protection, fire suppression, light and ventilation and life-safety. (Exception: one and two-family dwellings.)

8-104: PERFORMANCE STANDARDS:

Any new construction, reconstruction, interior or exterior alteration, modification or addition or similar type building alteration shall be reviewed for building and zoning compliance including the Conditional Use zoning review process as established in the County Zoning Ordinance as part of the building permit application process where such work involves any development of buildings, structures and/or uses related to air pollutants, toxic substances and explosive materials storage.

8-104.1: Particulate Matter Emissions:

A. In the R-1, R-2, R-3, R-4, R-5, R-6, R-7 residence districts, the B-1, B-2 business districts, the O office district, the O-R office research and I-1 light industrial districts, no persons shall cause or allow the emission of particulate matter, through one or more stacks, vents, ducts, or chimneys into the atmosphere in excess of one pound per hour per acre of property or five (5) tons per year per acre of property, whichever is less.

B. In the I-2 general industrial district, no persons shall cause or allow the emission of particulate matter, through one or more stacks, vents, ducts, or chimneys into the atmosphere in excess of five (5) pounds per hour per acre of property or ten (10) tons per year per acre of property, whichever is less.

C. Tests for particulate matter shall be conducted in accordance with state of Illinois air pollution control regulations.

8-104.2: Fugitive Particulate Matter Emissions:

A. In the R-1, R-2, R-3, R-4, R-5, R-6, R-7 residence districts, the B-1, B-2 business districts, the O office district, the O-R office research and I-1 light industrial districts, no persons shall cause or allow the emission of fugitive particulate matter, across lot lines which is visible by an observer looking generally toward the zenith, beyond the property line. Total suspended particulate concentrations across lot line shall not exceed twenty-five (25) micrograms per cubic meter above background. No outdoor stockpiling of powdered or granular material subject to dusting is permitted.

B. In the I-2 general industrial district, no persons shall cause or allow the emission of fugitive particulate matter, across lot lines which are visible by an observer looking generally toward the zenith, beyond the property line. Total suspended particulate concentrations across district boundary lines shall not exceed fifty (50) micrograms per cubic meter above background.

C. As part of any new construction, reconstruction, interior or exterior alterations, modifications or additions or similar type building alterations shall be reviewed for building and zoning compliance including Conditional Use review process as established in the County Zoning Ordinance as part of the building permit application process where such work involves any development of buildings, structures and/or uses related to air pollutants, toxic substances and explosive materials storage including but not limited to the following:

(1) Facilities emitting more than one hundred (100) tons per year, or five hundred fifty (550) pounds per operating day of carbon monoxide, ethylene oxide, nitrogen oxides, particulate matter, organic material, Sulphur dioxide or any other air contaminant designated by the State of Illinois as harmful to human health.

8-104.3: Storage, Handling, Transport:

A. The use, storage, handling, or transport of toxic substances shall comply with the requirements of applicable State of Illinois rules and regulations.

8-104.4: Explosive Materials Storage; Conditional Use:

A. Except by conditional use any building permit application involving the use and/or storage, utilization or manufacture of materials or products in quantities exceeding five (5) pounds which decompose by detonation shall be permitted.

(1) Such materials shall be stored, utilized, and manufactured in accordance with applicable rules and regulations of the DuPage County Building Code and Zoning Ordinance.

(2) Materials which decompose by detonation include, but are not confined to, all primary explosives such as lead azide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, TNX, EMM, PETN and picric acid; propellants and components thereof, such as dry nitrocellulose, black powder, boran hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium powder, potassium chlorate and potassium nitrate; blasting explosives such as dynamite and nitroglycerine; unstable organic compounds such as acetylides, tetrazoles and ozonides including but not limited to ethylene oxide, nitrogen oxide, particulate matter, organic material, Sulphur dioxide; unstable oxidizing agents such as perchloric acid, perchlorates, chlorates, and hydrogen peroxide in concentrations greater than thirty five percent (35%); and nuclear fuels, fissionable materials and products, and reactor elements such as Uranium 235 and Plutonium 239.

8-105: RESERVED:

8-106: MOVED STRUCTURES:

8-106.1: Compliance:

Buildings and structures moved into or within the jurisdiction shall comply with the provisions of this Code for new buildings and structures and shall not be used or occupied in whole or in part until the Certificate of Use and Occupancy shall have been issued by the Building Official.

8-107: APPROVAL:

8-107.1: Approved Materials and Equipment:

All materials, equipment and devices approved for use by the Building Official shall be constructed and installed in accordance with such approval.

8-107.2: Performance-Based Design:

When there are practical difficulties involved in carrying out structural or mechanical provisions of this Code or of an approved rule, the Building Official may vary or modify such provision upon application of the owner or the owner's representative, provided that the spirit and intent of the law shall be observed, and public welfare and safety be assured.

8-107.2:1. Records:

The application for modification and the final decision of the Building Official shall be in writing and shall be officially recorded with the application for the permit in the permanent records of the ~~Department of Economic Development and Planning.~~ Building & Zoning Department.

8-107.3: Used Materials and Equipment:

Used materials, equipment and devices may be used provided they have been reconditioned, tested and placed in good and proper working condition and approved for use by the Building Official.

8-107.4: Alternative Materials and Equipment:

The provisions of this Code are not intended to prevent the use of any material or method of construction not specifically prescribed by this Code, provided any such alternative has been approved. The Building Official may approve any such alternative provided the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability and safety.

8-107.4:1. Research and Investigations:

The Building Official shall require that sufficient technical data be submitted to substantiate the proposed use of any material or assembly, and if it is determined that the evidence submitted is satisfactory proof of performance for the use intended, the Building Official may approve its use subject to the requirement of this Code. The costs of all tests, reports and investigations required under these provisions shall be paid by the applicant.

8-107.4:2. Research Reports:

The Building Official may accept as supporting data to assist in the determination duly authenticated research reports from approved sources for all materials or assemblies proposed for use which are not specifically provided for in this Code.

8-108: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES:

8-108.1: Special Professional Services:

Where applications for unusual design or magnitude of construction are filed or where code reference standards in appendix A of this chapter require special architectural or engineering inspections, the Building Official may require full time project representation by an architect or engineer. This project representative shall keep daily records and submit reports as required by the Building Official.

8-108.1:1. Building Permit Requirement:

This special professional service requirement shall be determined prior to the issuance of the building permit and shall be requisite for the permit issuance.

8-108.1:2. Fees and Costs:

All fees and costs related to the performance of special professional services shall be borne by the owner.

8-109: ENFORCEMENT:

8-109.1: Building Official:

The Building Official shall be the Director of Public Works & Operations or other such person as the Director may designate. The Building Official shall administer and enforce the provisions of this Code. The Building Official may employ such managers, deputies, officers and assistants as provided for by the County Board in the implementation, administration and enforcement of this Code as necessary and may designate such persons to perform various duties provided for in this Code.

8-109.2: Relief from Personal Responsibility:

The Building Official, officer or employee charged with the enforcement of this Code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and the Building Official, officer or employee is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of the official duties. Any suit instituted against any officer or employee because of an act performed by that person in the lawful discharge of duties and under the provisions of this Code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinates shall not be liable for costs in any action, suit or proceeding that may be instituted in pursuance of the provisions of this Code; and any officer of the Public Works and Building & Zoning Departments, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

8-109.3: Applications and Permits:

The Building Official shall receive applications and issue permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this Code.

8-109.4: Building Notices and Orders:

The Building Official shall issue all necessary notices or orders to remove illegal or unsafe conditions, to require the necessary safeguards during construction, to require adequate exit facilities in existing buildings, and structures, and to ensure compliance with all the code requirements for the health, safety and general welfare of the public.

8-109.5: Inspections:

The Building Official shall make all the required inspections, or the Building Official may accept reports of inspection by approved agencies or individuals; and all reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or by the responsible individual. The Building Official may engage such expert opinion as may be deemed necessary to report upon unusual technical issues that may arise subject to the approval of the appointing authority.

8-109.6: Credentials:

The Building Official and authorized representatives shall carry proper credentials for their respective office for the purpose of inspecting any and all buildings and premises in the performance of duties under this Code.

8-109.7: Rule Making Authority:

The Building Official shall have power as may be necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this Code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions; but such rules shall not have the effect of waiving working stresses or fire resistive requirements specifically provided in this Code, or violating accepted engineering practice involving public safety.

8-109.8: Department Records:

The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in ~~the official records so long as the building or structure to which they relate remains in existence unless otherwise provided by other regulations.~~ compliance with the State of Illinois Records Act (ILCS 160) requirements.

8-110: RESERVED:

8-111: MAINTENANCE OF UTILITIES, FIRE ALARM AND FIRE SUPPRESSION SYSTEMS:

8-111.1: Maintenance of Utilities:

During new construction, repairs or alterations, whether or not a building permit has been issued, the owner shall be responsible for maintaining all existing utility lines on his/her property including those which may serve other properties.

8-111.2. Maintenance Of Fire Alarm And Fire Suppression Systems:

During construction, repairs or alterations and/or vacancies, whether or not a building permit has been issued, the owner shall be responsible for maintaining all existing fire alarm and fire suppression systems in proper working order.

8-112: PERMITS:

8-112.1: Permit Required:

It shall be unlawful to change the occupancy of, construct, add to, alter, relocate, remove or demolish a building or structure, or excavate and or fill any tract of land, or to commence the construction, addition, alteration, relocation, residing, re-roofing, removal or demolition of a building or structure or install equipment for the operation of a building or structure including, but not limited to, water heaters, water softeners, water filtration systems, furnaces, air conditioning equipment, heat pumps, solar panel arrays, EV charging stations, window replacement, or commence the excavation and/or filling of any tract of land without first filing with the Building Official an application in writing and obtaining a formal permit. The term "structure" shall also include various items such as accessory structures, decks, patios, ~~in addition but not~~ ~~be limited to~~ swimming, therapeutic and decorative pools, decorative ponds, hot tubs, spas and hydromassage bathtubs~~,~~ whether permanently installed or storable, arbors, trellises, sidewalks whether concrete or of decorative materials, ~~and~~ fences, ~~and~~ signs, altogether items that are built or constructed except those exempted in Section 8-101.2.

8-112.2: Completion Of Work Heretofore Authorized:

Nothing in this Code shall require changes in the plans, construction or designated use of a building or structure of portion thereof for which a lawful permit has been heretofore issued or which has been actually begun within one hundred eighty (180) days after this Code becomes effective.

8-112.3: Continuation of Permit:

Where no work has been started within one hundred eighty (180) days after the issuance of a permit, such permit shall be void. A new permit, known as an amendment permit, must be obtained before any work may begin. The amendment permit must reflect the current provisions of this Code. A fee according to the adopted Building & Zoning Schedule of Fees shall be charged for the amendment permit. Where work has been started and more than one hundred eighty (180) days lapses between required inspections, such permit shall be void. An amendment permit will be required before any work may be resumed. Fees according to the adopted Building & Zoning Schedule of Fees shall be charged for the amendment permit. A permit may not be transferred by the person to whom it is issued, to another person, without the written approval of the Building

Official. A fee according to the adopted Building & Zoning Schedule of Fees shall be charged when such a transfer is affected. Where it is shown that a hardship would occur in the foregoing requirements of this rule, the Building Official may renew or extend the permit without payment of the fee. The Building Official may revoke any permit or deny or condition the issuance of an amendment permit, whenever the Building Official determines that a party has not progressed with the completion of the permitted work in a reasonable and timely manner.

8-112.4: Recorded Property:

At the time of applying for a permit for erection of, alteration of, installation of, addition to, or moving of any building or structure, the applicant shall submit to the Building Official a current Plat of Survey of the lot bearing the seal of an Illinois Registered Land Surveyor, or other Illinois licensed professional who has authority and certification to seal such surveys, showing the dimensions of the same and the position to be occupied by the proposed building or structure, or by the building or structure to be altered or added to, or by the building or structure to be moved thereon, and the position of any other building(s) or structure(s) that may be on the lot, including swimming pools, decks, patios, sheds, sidewalks/decorative walks, trellises, retaining walls, seat walls, built or constructed items not exempted in Section 8-101.2, etc. The plat of survey shall indicate all recorded easements and all attachments that could impact the proposed construction along with such other information and descriptive material as may be required by the Building Official to judge compliance with this chapter.

8-112.4:1. Required Scales:

Plats of surveys submitted shall be one of the following scales: one inch equals ten feet (1" = 10'); one inch equals twenty feet (1" = 20'); one inch equals thirty feet (1" = 30'); one inch equals forty fee (1” = 40’); one inch equals fifty feet (1” = 50’).

8-112.5: Water Supply and Sewage Treatment:

No permit shall be issued until satisfactory proof has been submitted that approved water supply and sewage treatment facilities are available.

8-112.6: Access Drive and Culvert:

No permit shall be issued for work requiring the posting of a highway or culvert bond until satisfactory proof has been submitted that approved cash bonds have been posted or a waiver thereof has been given by the highway authorities having jurisdiction.

> ~~Exception: on such permits that are able to be issued immediately on site by field personnel and where the proposed project will have no impact on access drives and/or culverts, a written notarized affidavit from the property owner, assuring that above cash bond or waiver will be obtained from the highway authorities having jurisdiction before any delivery of construction materials and/or commencement of construction, may be accepted prior to the issuance of such permit.~~

8-112.7: Application Form:

An application for a permit shall be submitted in such form as the Building Official may prescribe. Such application shall contain the full names and addresses of the applicant and of the owner, and if the owner is a corporate body, of its responsible officer. The application shall also briefly describe the proposed work and shall give such additional information as may be required by the Building Official for an intelligent understanding of the work proposed.

8-112.8: Those Authorized to Make Application:

1. Applications shall be made by the owner or owners authorized agent. ~~thereof except as otherwise provided for in subsection 4 of this section.~~

~~2. If application is made by a person other than the owner it shall be accompanied by a notarized authorization form, provided by the County, signed by both the owner and agent. The Building Official may accept, in lieu of the County authorization form, the written authorization of the owner provided however that such authorization shall be substantially in the following form:~~

~~*The undersigned states that (he), (she), (we), (is), (are), the owner(s) of the following described property:*~~

~~_____~~

~~*(Legal Description)*~~

~~*and that (he), (she), (we) authorize(s)* _____~~

~~*(Name of Agent)*_____~~

~~*to sign the application for a building and use permit to*~~

~~_____~~

~~*(Description of Work)*~~

~~_____~~

~~*Signature of Owner*_____*Notary Public*~~

~~_____~~

~~*Signature of Agent*~~

~~3. If the owner is a corporation, the application for the building and use permit must be signed in the name of the corporation, by an officer of the corporation authorized to sign such application or form.~~

~~4. The Building Official may waive the required owner authorization form whenever the proposed work is to a building or structure comprised of three (3) or more individually owned units and that the owners of such units are members of an owner's association responsible for the work sought to be permitted. In such cases, the Building Official may accept, in lieu of owner authorization forms, an affidavit executed by an authorized officer of the owner's association stating that the association is authorized by the owners to make application for the proposed work pursuant to an agreement between owners and association and that the owners have delegated responsibility for performing the proposed work to the association. The Building Official may also waive the required owner authorization form whenever the applicant submits an affidavit attesting that the applicant is duly authorized to undertake the activity for which a permit is sought and, further, stating good cause why the applicant is unable to comply with the owner authorization requirement.~~

8-112.9: Information Required:

For an electronic submittal, a complete set of plans, drawings, specifications and calculations meeting the architectural, mechanical, structural, electrical, energy conservation and fire protection requirements of the Building Code and drawn to scale shall be presented to the Building Official for his approval before permit will be granted. Plans shall specifically show design live loads and occupant capacities for all spaces and floors.

8-112.10: Licensed Professionals:

No plans shall be approved for permit unless such plans are signed and sealed either by an architect licensed to practice architecture, as provided by the Illinois Architectural Act, or by a Structural Engineer licensed to practice structural engineering, as provided by the Illinois Structural Engineer Act, or by a registered Professional Engineer licensed to practice professional engineering as provided by the Illinois Professional Engineering Act, provided, however, that a person who signs and seals such plans shall be permitted to do so within the limitations of the particular act under which he is licensed to practice, and provided further, that plans for installations which involve the design of or changes in the supporting structure or which materially affect the structural loadings must be signed and sealed by an architect or structural engineer duly licensed as aforesaid.

Exception: Buildings and structures exempted by Illinois Revised Statutes, Chap. 111, Par. 1303. Notwithstanding this exception to the statute construction documents shall be prepared by an Illinois Licensed Architect, Structural Engineer, or Professional Engineer in the following conditions. The construction of new one and two-family homes, residential additions or alterations effecting fifty percent (50%) or more of the existing floor area and considered new homes on existing foundations, residential additions, alterations, or renovations where the combined area of construction is five hundred square feet (500 sq. ft.) or greater.

8-112.11: Certificate of Compliance with Code:

It shall be unlawful for any architect or structural engineer, or professional engineer or other person permitted under the laws of the State to make drawings and plans, to prepare or submit to the Building Official, for his approval, any final drawings or plans for a structure which does not comply with the requirements in building provisions of this Code. It shall be the duty of the Building Official to require that all drawings and plans submitted to him for approval, for any building or structure, shall be accompanied by a certificate of such architect or structural engineer or professional engineer preparing such drawings and plans, that said drawings and plans comply with the requirements in the building provisions of this Code.

8-112.12: Plans and Permit Required On-site:

In all construction work for which a permit is required, the approved and stamped drawings and plans shall be kept on file at the construction site while the work is in progress. Approved plans must be printed full size and in color so identifying approved stamps are seen in red. Additionally, the permit shall be posted on the site in a conspicuous location visible to the inspector and general public. Failure to meet these requirements shall result in the issuance of a violation notice.

8-112.13: Alteration of Plans:

It shall be unlawful to erase, alter, or modify any lines, figures or coloring contained upon drawings or plans bearing the approval stamp of the Building Official, or filed with him for reference. If during the progress of the execution of such work, it is desired to deviate in any manner affecting the construction or other essentials of the building from the terms of the application or drawing, notice of such intention to alter or deviate shall be given to the Building Official and an approval for the amended plan showing such alteration or deviation shall be obtained before such alteration or deviation shall be made.

8-112.14: Demolition of Buildings or Structures:

1. Before a building or structure may be demolished, the owner or agent shall notify all utilities having service connections within the building or structure such as water, electric, gas, sewer, and other connections and is responsible for their respective service connections and appurtenant equipment, such as meters and regulators being removed or sealed and plugged in a manner acceptable to the Building Official.

2. The plot plan or suitable documentation as approved by the Building Official shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain. After demolition, the premises will be placed in a satisfactory condition free from all unsafe or hazardous conditions.

3. Demolition of buildings or structures shall include the removal of all footings, foundations, floor slabs, debris, concrete, and other debris and the restoration of established grades with clean fill only.

8-112.15: Action on Application:

The Building Official shall examine applications for permits, within a reasonable time after filing. If, after examination for applicable County regulations, he finds no objections to the same and it appears that the proposed work will be in compliance with the laws and ordinances applicable thereto, and the proposed construction or work will be safe, he shall approve such application and issue a permit for the proposed work as soon as practicable. If his examination reveals otherwise, he shall reject such application and notify the applicant.

8-112.16: Revocation of Permit:

The Building Official may revoke a permit or approval issued in any case where there has been a false statement or misrepresentation in the application or plans on which the permit or approval was based, upon notification of insufficient funds received for payment of fees or in any case where a permit or approval is issued in error such that it would result in nonconformance with applicable law.

8-112.17: Approval of Permit In Part:

Nothing in this Code shall be construed to prevent the Building Official from issuing a permit for the construction of part of a building or structure before the entire plans and detailed statements of said building or structure have been submitted or approved, provided adequate information and detailed statements have been submitted for the same and have been found to comply with this Code.

8-112.18: Permit for Moving Building Or Structure:

1. Before a building or structure may be moved, the owner or agent shall notify all utilities having service connections within the building or structure such as water, electric, gas, sewer, and any other connections and is reasonable for their respective service connections and appurtenant equipment, such as meters and regulators being removed or sealed and plugged in a manner acceptable to the Building Official.

2. The application shall contain a good and sufficient performance bond in accordance with the fee schedule that the building or structure will be moved and the premises will be placed in a satisfactory condition free from all unsafe or hazardous conditions.

8-112.19: Easement Areas:

1. No permit shall be issued for work in an easement until the required easement affidavit has been submitted and approved.

8-113: CONDITIONS OF PERMIT:

8-113.1: Payment of Fees:

A permit shall not be issued until all required fees have been paid.

8-113.2: Compliance with Code:

The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of this Code, except as specifically stipulated by modification or legally granted variation as described in the application.

8-113.3: Compliance with Permit:

All work shall conform to the approved application and plans for which the permit has been issued and any approved amendments thereto.

8-113.4: Compliance with Plot Plan:

All new work shall be located strictly in accordance with the approved plot plan.

8-113.5: Change in Site Plan:

A lot shall not be changed, increased or diminished in area from that shown on the official plot site plan, unless a revised plan showing such changes accompanied by the necessary affidavit of the owner or applicant shall have been filed and approved; except that such revised plan will not be required if the change is caused by reason of an official street opening, street widening or other public improvement.

8-114: FEES:

8-114.1: General:

A permit to begin work for new construction, alteration, removal, demolition or other building operation shall not be issued until the fees prescribed in this section shall have been paid to the Building Division or other authorized agency of the jurisdiction, nor shall an amendment to a permit necessitating an additional fee be approved until the additional fee shall have been paid.

8-114.2: Special Fees:

The payment of the fee for the construction, alteration, removal or demolition for all work done in connection with or concurrently with the work contemplated by a building permit, shall not relieve the applicant or holder of the permit from the payment of other fees that may be prescribed by law or ordinance for water taps, sewer connections, electrical permits, erection of signs and display structures, marquees or other appurtenant structures, or fees of inspections, Certificates of Use and Occupancy or other privileges or requirements, both within and without the jurisdiction of the Building Official.

8-114.3: New Construction and Alterations:

The fees for plan examination, building permit and inspections shall be prescribed in subsection 8-114.3.1 of this section and the Building Official is authorized to establish by

approved rules, a schedule of unit rates for buildings and structures of all use groups and types of construction.

8-114.3:1. Fee Schedule:

A fee ~~for each plan examination, building permit and inspections~~ shall be paid in accordance with the current applicable fee schedule.

8-114.4: Accounting:

The Building Official shall keep an accurate account of all fees collected; and such collected fees shall be deposited monthly in the jurisdiction treasury, or otherwise disposed of as required law.

8-114.5: Refunds:

In the case of a revocation, abandonment or discontinuance of a valid building permit and no work has begun, building fees may be refunded except for the following. All plan examination and permit processing fees and all penalties that may have been imposed on the permit holder pursuant to this Code shall first be collected.

8-114.6: Fee Reduction and Waiver:

An applicant may request for cause or in extraordinary situations a reduction of or waiver from paying all or part of the fees required by this Code. Such request must be in writing and presented to the Building Official for review and decision. In the event the applicant disagrees with the Building Officials decision the Building Board of Appeals shall consider ~~all~~ such requests and may grant a fee reduction or waiver in whole or in part.

8-115: INSPECTIONS:

8-115.1: Preliminary Inspection:

Before issuing a permit, the Building Official may examine or cause to be examined all buildings, structures and sites for which an application has been filed for a permit to construct, enlarge, alter, repair, remove, demolish or change the use thereof.

8-115.2: Required Inspections:

1. Inspections required under the provisions of this Code shall be made by the Building Official or his duly appointed assistants. The Building Official may accept reports of inspection of recognized services, after investigation of their qualifications and reliability. No certificate called for by any provision of this Code shall be issued on such reports unless the same are in writing and certified to by a responsible officer of such service.

If an inspection has been scheduled and, in the opinion of the Building Official after arrival on the inspection site, the job is not ready or has not progressed to a point

where an inspection can be made properly or access is not possible to perform the inspection, a re-inspection fee per the fee schedule may be charged. No further inspections shall be made until such time as the re-inspection fee has been paid.

2. Owner or contractor is required to contact the Building Official at least one day in advance for all required inspections. The following inspections shall be required:

a. Erosion Control: Before any excavation occurs and after all required soil erosion control measures have been installed.

b. Footing: Before concrete is poured and after footing excavation has been completed and access drive and culvert is installed.

Foundation Walls: Before concrete is poured and all forms and ~~rebar~~ reinforcement is in place. This inspection is only required if reinforcement is identified and required on the approved plans.

c. Backfill: Before backfilling and after footing drain tile and gravel ~~has~~ have been placed and walls have been damp-proofed or waterproofed. No backfill inspection shall even be scheduled until a spotted plat of survey showing the exact location of the foundation on the lot and the elevation of the top of the foundation has been submitted to and approved by the Building Official for all new buildings or when required.

d. Pre-Pour Concrete Inspection: Before any concrete is placed for flat work including driveways, patios, service walks, etc.

e. Under Slab: Before any concrete floor slabs are poured and after insulation, vapor barriers and/or wire mesh are installed.

f. Under Slab Plumbing: After under slab plumbing is installed and before concrete floor slabs are poured.

g. Under Slab Radon: After under slab radon system is installed and before concrete floor slabs are poured.

h. Under Slab Electrical: After under slab electrical is installed and before concrete slabs are poured.

i. Framing: Before any insulation, vapor barrier, or wall finish is applied and after the framing fire-stopping is completed.

j. House Wrap: After house wrap is applied, taped, and sealed and before installation of any exterior cladding.

k. Plumbing: Before any insulation, vapor barriers, or wall finish is applied and after the rough plumbing is completed to be scheduled by the licensed plumbing contractor or plumber listed on the permit.

l. Electrical: Before any insulation, vapor barriers, or wall finish is applied and after the rough electric is completed.

m. HVAC: Before any insulation, vapor barriers, or wall finish is applied and after the rough HVAC work is completed.

n. Radon: Before any insulation, vapor barriers or wall finish is applied and after radon piping system is complete.

o. Electrical Service: At the time the electrical service is to be energized or re-energized.

p. Insulation: Before any interior wall finish is applied after insulation and vapor barriers are completed and after required State of Illinois Energy Efficient Building Code requirements are met.

q. Fireplace (Masonry): After firebox is constructed and before construction of chimney.

r. Fireplace (Prefab): After firebox, chimney and fire stopping is installed and before concealing.

s. Grading: After property has been graded in compliance with the approved grading plans. After grading is achieved and prior to requesting a final grading inspection, an as-built record drawing prepared and sealed by a registered Land Surveyor or Illinois Professional Engineer shall be submitted for approval.

t. Plumbing Final: After all plumbing is completed.

u. Final Inspection: After all work is completed as proposed on approved plans, Illinois energy requirements, and all other conditions of the permit.

3. Inspections shall be arranged on regular workdays between 8:00 A.M. and 4:00 P.M. Call for inspections at least one day in advance.

4. Any notices, stickers or tags affixed to the site or structure(s) by the Building Official shall not be removed until authorized to do so by the Building Official.

8-115.2:1. Approved Inspection Agencies:

The Building Official may accept reports of approved inspection agencies which satisfy the requirements as to qualifications and reliability.

8-115.2:2. Plant Inspection:

When required by the provisions of this Code or by the approved rules, materials or assemblies shall be inspected at the point of manufacture or fabrication in accordance with subsection 8-115.2.3 of this article, and any other applicable sections.

8-115.2:3. Inspection Reports:

All inspection reports shall be in writing and shall be certified by the licensed authority, or responsible officer of the agency or the individual when expert inspection services are accepted. An identifying label or stamp permanently affixed to the product indicating that factory inspection has been made shall be accepted in lieu of the aforesaid inspection report in writing if the intent or meaning of such identifying label or stamp is properly substantiated.

8-115.3: Final Inspection:

Upon completion of the building or structure, and before issuance of the Certificate of Use and Occupancy required in section 8-119 of this article, a final inspection shall be made. All violations of the approved plans and permit shall be noted and the holder of the permit shall be notified of the discrepancies.

8-115.4: Right of Entry:

In the discharge of duties, the Building Official or authorized representative shall have the authority to enter at any reasonable hour any building, structure or premises in the jurisdiction to enforce the provisions of this Code.

8-115.5: Jurisdictional Cooperation:

The assistance and cooperation of police, fire, and health departments and all other officials shall be available as required in the performance of duties.

8-116: WORKMANSHIP:

8-116.1: General:

All work shall be conducted, installed and completed in a workmanlike and acceptable manner so as to secure the results intended by this Code.

8-117: VIOLATIONS:

8-117.1: Unlawful Acts:

1. It shall be unlawful for any person, firm or corporation to build, erect, construct, alter, extend, repair, remove, relocate, demolish, use or occupy any building or structure or equipment or component thereof regulated by this Code, or to cause or allow same to be done, in conflict with any provision of this Code or in conflict with any permit or order issued by the Building Official or any plan or specification approved, or without the appropriate permit having been first issued or revised.

2. It shall be unlawful for any person, firm or corporation owning, having possession of, or exercising control over any property, or building or structure located thereon, to permit, allow or consent to the use or occupancy of any building or structure or

equipment or component thereof that has been built, erected, constructed, altered, extended, repaired, removed, relocated, or demolished in conflict with any permit or order issued by the Building Official or any plan or specification approved thereby or in violation of any provision of this Code.

3. It shall be unlawful for any person, firm or corporation owning property to permit or allow any building or structure or equipment or component thereof that has been built, erected, constructed, altered, extended, repaired, removed, relocated, or demolished without a permit, or in conflict with any permit or order issued by the Building Official or any plan or specification approved thereby, or in violation of any provision of this Code, to continue to exist in such status or condition.

8-117.2: Notice of Violation:

1. The Building Official shall issue a Notice of Violation of this Code or of any order herein authorized in any manner reasonably calculated to give the property owner actual notice, or in any of the following manners: 1) by posting a copy on the subject property in a conspicuous place, or 2) by personally delivering a copy to the person, firm, or corporation responsible for the unlawful act or omission or condition which forms the basis for the violation, or 3) by personally delivering a copy to any adult who resides at, occupies, uses, leases, manages or maintains the property on which the violation is located, or 4) personally delivering a Notice of Violation to any owner in title to the property on which the violation is located, or 5) mailing a copy of the violation notice to the “owner of record” at the last address to which a tax bill was mailed, as indicated by the most recent Tax Assessor’s records. If a notice, or order, is issued in accord with subsection 1 of this paragraph, or if the party the Notice of Violation was issued to in accord with subsections 2 and/or 3 of this paragraph is not the property owner, the Building Official shall also mail a copy of the notice to the "owner of record" as indicated the latest Tax Assessor's records at the last address to which a tax bill was mailed by certified mail, receipt requested. In cases where the violation involves an unsafe building or structure that is in risk of collapse, or which poses a fire hazard, as determined by the Building Official, the Building Official need not comply with Notice of Violation requirements as a condition for seeking emergency relief from a court of competent jurisdiction. In the event that a piece of certified mail sent under this section is refused, rejected, or fails to be delivered, but is not rejected based on an incorrect address, notice may be achieved by mailing a copy of the violation notice, first class mail, postage prepaid, to the last address to which a tax bill was mailed, as indicated by the most recent Tax Assessor’s records. Should such first class mail not be returned, this manner of service shall be said to give the property owner actual notice of the violation.

2. A Notice of Violation shall contain the following:

a. The name of the party to whom it was issued to, if known; and

b. The name of the property owner and, if applicable, the tenant and/or occupant, and/or party exercising control over the subject property; and

c. A brief statement setting forth the type and nature of the violation; and

d. The section, or sections, of the Code violated and, if applicable, the identity of any order, permit, plan or statement of specifications violated; and

e. The date and time the violation was observed; and

f. The address of the property on which the violation was observed; and

g. A statement directing the discontinuance the illegal action or condition and abatement of the violation; and

h. A statement informing the violator, and owner, that he/she/it may contest the Notice of Violation by requesting in writing and within fourteen (14) days of issuance of the notice, an administrative appeal before a Hearing Officer or an administrative appeal board; and

i. A statement directing the violator to undertake the following acts within fourteen (14) days, excepting instances when an administrative appeal has been requested.

(i) To pay a fee for a requested inspection to the Building & Zoning Department in an amount of one hundred dollars ($100.00); and

(ii) To apply to the Building Official for any necessary permit(s), or revise or amend any previously issued permit, or previously approved plan, drawing or specifications, as applicable; or

(iii) To undertake appropriate repairs and/or maintenance to correct a property maintenance code violation and, upon completion thereof, to contact the Building Division to schedule a repair verification inspection.

j. A warning that if the violator fails to comply with the Code and perform as directed by the Notice of Violation, within the time therein specified, the County will institute appropriate legal proceedings against the violator including a statement that the Code authorizes the court to assess fines of up to one thousand dollars ($1,000.00), plus additional court costs, per day, for each day a violation remains uncorrected, which fines and costs may be assessed in addition to other remedies at law including a court enjoining further violations and ordering the offender to cease, correct, repair, abate or otherwise remedy the offending condition.

3. If a party to which a Notice of Violation has been issued requests an extension of time to comply with the Code, or perform any act set forth in the notice, the Building Official may allow an extension of time for such compliance or act, which extension shall not be less than fourteen (14) days, nor more than forty five (45) days. The Building Official may not extend the period of time in which a party may request an administrative hearing.

8-117.3: Prosecution of Violation:

If the Notice of Violation is not complied with, or an administrative appeal is not sought within the time period herein specified, the Building Official may request the County's legal counsel to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation to enforce any provision of this Code or any order issued pursuant thereto, to require the removal or termination of the unlawful use or occupancy of any building or structure, or equipment or component thereof, or to require the remediation of any condition to or of, any building or structure, or equipment, or component thereof existing in violation of any provision of this Code or of any order made pursuant thereto, and to seek the assessment of a fine and court costs as authorized by this Code.

The Building Official may request that the County's legal counsel immediately institute an appropriate legal proceeding without first issuing a Notice of Violation, or awaiting its compliance or the bringing of an administrative appeal by its recipient when the legal action is to restrain, correct or abate any of the following:

1. An unsafe building condition presenting an immediate risk to the public's health, safety or welfare; or

2. The failure to comply with a "Stop Work" order issued by the Building Official; or

3. When the accused violator has been previously cited for the same violation on at least two other occasions during the previous three hundred sixty five (365) days, and the time for bringing an appeal in those earlier matters has lapsed; or

4. If in a prior legal proceeding to enforce a provision of the code the court made a finding that an ongoing condition or act has not been brought into compliance with the Code; or

5. Whenever the offending condition or act violates the Illinois Criminal Code; or

6. Whenever the offending condition or act constitutes a public nuisance, or violates some other County regulation, for which the alleged violator has been given notice of but failed to rectify, or cease, within the time specified by the other notice, if any.

8-117.4: Violation Penalties:

Any person who violates any provision of this Code or fails to comply with any of the requirements thereof, or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building Official, or a permit or certificate issued under the provisions of this code shall be guilty of an offense punishable by a fine of not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000.00). Each day that a violation continues shall be deemed a separate offense. The imposition of any sentence shall not exempt the offender from compliance with the requirements of this Code.

8-117.5: Abatement of Violation:

1. The imposition of the penalties herein prescribed shall not preclude the County's legal counsel from instituting appropriate action to prevent unlawful construction or

to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure or premises or to stop an illegal act, conduct business or use of a building or structure on or about any premises.

2. Whenever the Building Official determines that a party seeking a permit, approval or amendment under this Code is in violation of some other provision of this Code, or of any other County Ordinance, or and approved plan or statement of specifications of the County, or any County issued permit or license, or has not paid a previously charged fine, cost or fee, the Building Official may withhold grant any such permit to such party until all county violations have been corrected or fines, costs or fees paid.

8-118: STOP WORK ORDER:

8-118.1: Notice to Owner:

Upon notice from the Building Official that work on any building or structure is being prosecuted contrary to the provisions of this Code, or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted on the subject property; and shall state the appropriate code section(s) in violation.

8-118.2: Unlawful Continuance:

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one hundred dollars ($100.00) or more than one thousand dollars ($1000.00) per day.

8-119: CERTIFICATE OF USE AND OCCUPANCY:

8-119.1: New Buildings:

A building or structure hereafter erected, shall not be used or occupied or furnished in whole or in part until the Certificate of Use and Occupancy shall have been issued by the Building Official.

8-119.2: Buildings Hereafter Altered:

A building or structure hereafter enlarged, extended or altered to change from one use group to another, or to a different use within the same use group, in whole or in part, and a building or structure hereafter altered for which a Certificate of Use and Occupancy has not been heretofore issued, shall not be occupied or used until the certificate shall have been issued by the Building Official, certifying that the work has been completed in accordance with the provisions of the approved permit.

8-119.3: Nonconforming Buildings or Structures:

Upon written request from the owner of a nonconforming building or structure existing on the date of adoption of this code, the Building Official shall issue a Certificate of Use and Occupancy, provided there are not violations of law or orders of the Building Official pending, and it is established after inspection and investigation that the alleged use of the building or structure has heretofore existed. This Code shall not require the removal, alteration, or abandonment of, or prevent the continuance of, the use and occupancy of a nonconforming building or structure unless such use is deemed to endanger public safety and welfare.

8-119.4: Changes in Use and Occupancy:

After a change of use has been made in a building or structure, the reestablishment of a prior use that would not have been legal in a new building of the same type of construction is prohibited unless the building complies with all applicable provisions of this Code. A change from one prohibited use, for which a permit has been granted, to another prohibited use shall be deemed a violation of this Code.

8-119.5: Temporary Occupancy:

Upon the request of the holder of a permit, the Building Official may issue a Temporary Certificate of Use and Occupancy for a building or structure, or part thereof, before the entire work covered by the permit shall have been completed, provided such portion or portions may be occupied safely prior to full completion of the building or structure without endangering life or public welfare. Said temporary certificate shall expire on a date certain to be determined by the Building Official.

8-119.6: Contents Of Certificate:

When a building or structure is entitled thereto, the Building Official shall issue a Certificate of Use and Occupancy. The certificate shall certify compliance with the provisions of this Code and the purpose for which the building or structure may be used in its several parts.

8-120: UNSAFE STRUCTURES:

8-120.1: Unsafe Structures or Buildings:

All buildings or structures that are or hereafter become unsafe, as defined in section 8-127.4 of this article, shall be taken down and removed or made safe and secure, as the Building Official may deem necessary and as provided in this section.

8-120.2: Notice of Unsafe Structure:

If an unsafe condition is found in a building or structure, the Building Official shall serve on the owner, agent or person in control of the building or structure, a written notice describing the building or structure deemed unsafe.

8-120.3: Restoration of Unsafe Structure:

A building or structure deemed unsafe by the Building Official may be restored to safe condition provided change of use or occupancy is not contemplated nor compelled by reason of such reconstruction or restoration, except that if the damage or cost of reconstruction or restoration is taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds twenty-five percent (25%) of the market value of the structure before the improvement or repair is started as determined by the Building Official for commercial, ~~in excess of twenty-five percent (25%)~~ for commercial, and fifty percent (50%) for residential, of the floor area as deemed by the Building Official, ~~exclusive of foundations,~~ such structure shall be made to comply in all respects with the requirements for materials and methods of construction of structures hereafter erected.

8-120.4: Posting Unsafe Notice:

Notice of unsafe structure shall be sent by registered or certified mail to the last known address of the owner of the property involved or to the owner's agent, and a copy of the unsafe notice shall be posted in a conspicuous place on the premises. Such procedure shall be deemed the equivalent of personal notice.

8-120.5: Disregard of Unsafe Notice:

Upon refusal or neglect of the person served with an unsafe notice to comply with the requirements of the order to abate the unsafe condition, the legal counsel of the jurisdiction shall be advised of all the facts and shall institute the appropriate action.

8-120.6: Cost of Corrective Work:

All costs incurred by the County in the performance of corrective work to rectify the violation shall be paid from the treasury of the County on certification of the Building Official. The state's attorney shall institute appropriate action against the owner of the premises where the unsafe building or structure is or was located for the recovery of such costs to render such building or structure safe and secure.

8-121: EMERGENCY MEASURES:

8-121.1: Vacating Structures:

When, in the opinion of the Building Official, there is actual and immediate danger of hazardous conditions or materials in a building or structure failure of collapse of a building or structure or any part thereof which would endanger life or when any structure or part of a structure has fallen and life is endangered by the occupation of the building or structure, the Building Official is hereby authorized and empowered to order and require the inmates and occupants to vacate the same forthwith. The Building Official shall cause to be posted at each entrance to such building or structure a notice reading as follows:

Not Approved for Occupancy

It shall be unlawful for any person to enter such building or structure except for the purpose of making the required repairs or demolishing the same.

8-121.2: Temporary Safeguards:

When, in the opinion of the Building Official, there is actual and immediate danger of collapse or failure of a building or structure or any part thereof, or a condition which would otherwise endanger life, the Building Official may cause the necessary work to be done to render such building or structure or part thereof temporarily safe, whether or not the legal procedure herein described has been instituted.

8-121.3: Access Restriction of Structures And The Public Way:

When necessary for the public safety, the Building Official may temporarily close sidewalks, streets, structures, and places adjacent to such unsafe structures and prohibit the same from being used.

8-121.4: Emergency Repairs:

For the purposes of this section, the Building Official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

8-121.5: Costs of Emergency Repairs:

Costs incurred in the performance of emergency work shall be paid from the treasury of the jurisdiction on certification of the Building Official. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe building or structure is or was located for the recovery of such costs.

8-121.6: Temporary Repair Due to Natural Disaster:

In the event of a natural disaster the homeowner may make temporary repairs to a residential structure to insure property conservation and occupant safety. The temporary repair shall be followed by an application for permit within seventy-two (72) hours of the event and no further work may commence until such time that a construction permit is issued.

8-122: SUPERVISION:

8-122.1: Requirements:

Each building, other than single-family residential construction, shall be constructed under the supervision of an architect or engineer who meets the requirements set forth in section 8-108 of this article, and who shall be responsible for its erection in accordance with the building codes and the approved plans and specifications.

8-123: RESERVED:

8-124: APPEAL OF BUILDING OFFICIAL'S DECISION:

8-124.1: Appeal of Building Official's Decision:

Application for appeal may be made when an aggrieved party feels that the intent of the Code has been met, a code requirement has been incorrectly interpreted, or that substitute design, protective assemblies and/or systems will provide an equally good or better form of construction. At no time shall an appeal request a full or partial waiver of any life safety system that is prescribed by this Code.

8-124.2: Procedure:

1. The aggrieved party shall make an appeal to the Building Official in writing clearly stating the reason(s) for the appeal request.

2. The County Development Committee of the DuPage County Board shall serve as the Building Board of Appeals, and application for appeal shall be made to the Chairman of this Committee within ten (10) days of the Building Official's decision.

3. Both the aggrieved party and the Building Official shall be permitted to give testimony, call witnesses and present evidence to the Building Board of Appeals.

4. The chairman shall administer all oaths and may, at his discretion, place a time limit on all testimony.

8-125: OFF SITE CONSTRUCTION:

8-125.1: Requirements:

Off-site construction of components, sections, modules, modular structures and assemblies, and buildings may be permitted for installation within DuPage County if the following criteria has been met:

1. The individual manufacturing plant has been approved for this purpose by the Building Official.

2. The manufacturer submits detailed plans and specifications on each component of the total assembly in accordance with the section concerning information for permit application including appropriate fees.

3. The manufacturer will provide a certificate that the approved plans were followed.

4. Each building will be inspected as necessary by the Building Official. Excess costs for inspections outside DuPage County will be borne by the manufacturer. If desired by the Building Official, in lieu of his inspections, the manufacturer shall provide a certificate from an independent organization approved by the Building Official indicating that the construction did in fact, follow the plans submitted and approved.

5. The manufacturer agrees upon request to open wall sections or other concealed areas as necessary for inspection by the Building Official on the site.

6. The manufacturer agrees to in plant inspections at any time deemed desirable by the Building Official. There will be no additional cost to that enumerated above.

7. Method for on-site installation shall be approved by the Building Official. The building official will observe all on site installations.

8-126: RECYCLING AND REFUSE CONTAINERS:

8-126.1: Recycling and Refuse Containers:

All new or existing multi-family units or commercial/industrial facilities expanded beyond twenty five percent (25%) of the present physical value shall provide space for the placement of separate and clearly marked refuse and recyclable materials containers located adjacent to one another and said shall be indicated on site plans.

Recyclable materials containers shall provide sufficient capacity for the weekly collection of recyclable materials which may include, but are not limited to, glass, aluminum, tin, newspaper, cardboard, and plastics.

8-127: DEFINITIONS:

8-127.1: Scope:

The terms herein defined shall be used to interpret all the applicable provisions of this Code.

8-127.2: Rules:

Unless otherwise expressly stated, the following terms shall, for the purpose of this Code, be interpreted in accordance with the following rules:

A. Words in the singular number shall include the plural number and the plural shall include the singular.

B. Words used in the present tense shall include the past tense and the future tense.

C. The word "shall" is mandatory while the word "may" is permissive.

D. The masculine gender includes the feminine and neuter.

E. The word "person" shall include a firm, association, organization, partnership, trust, company or corporation as well as an individual.

8-127.3: Terms Not Defined:

Where terms are not defined, they shall have their common dictionary definition except when such term is defined in other codes in which case the meanings ascribed in the other codes shall apply.

8-127.4: General Definitions:

ACCESSORY BUILDING OR STRUCTURE: A building or structure which:

1. Is subordinate in floor area and use to the principal building or structure; and

2. Contributes to the comfort, convenience, or necessity of occupants in the principal building or structure; and

3. Is located on the same zoning lot, parcel or land as the principal building or structure; and

4. An accessory building, structure or use may be either detached or attached from/to the principal building or structure.

ACCESSORY BUILDING, ATTACHED: An accessory building which is connected to a principal building by a party wall or a linkage building, and which is constructed pursuant to all applicable building, zoning and drainage regulations for a principal building.

ACCESSORY BUILDING, DETACHED: An accessory building, which is surrounded by open space on the same lot as a principal building and which is not connected to the principal building. For purposes of this Code, an accessory building which is connected to a principal building by a breezeway or other open-air passageway structure shall be considered detached.

ADDITION: An extension or increase in floor area or height of a building or structure.

ALTERATION: As applied to a building or structure means a change or rearrangement in the structural parts or in the means of egress; or an enlargement, whether by extending on a side or by increasing in height; or the moving from one location or position to another.

APPROVED: Approved by the Building Official or other authority having jurisdiction.

APPROVED AGENCY: Is an established and recognized agency regularly engaged in conducting tests or furnishing inspection services when such agency has been approved by the Building Official.

AREA (Floor Surface Measurement): The horizontal projected floor area inside of exterior enclosure walls or between exterior walls and fire walls.

AREAWAY (Form of Construction): An uncovered subsurface space adjacent to a building.

ATTIC: The space between the ceiling beams and the roof rafters.

ATTIC, HABITABLE: A habitable attic is an attic which has a means of access and egress and in which the ceiling area has a height of seven and one-third feet (7 1/3') above the attic floor and is not more than one-third (1/3) the area of the floor next below.

BASEMENT: That portion of a building having one half (1/2) or more of its' height below the average grade of the adjoining ground.

BERM: An earthen mound designed to provide screening of undesirable views, noise reduction, etc.

BREEZEWAY: A roofed over open-air passageway connecting a building, structure or use to another building, structure or use.

BUILDING: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts, designed for the housing, shelter, enclosure and support of individuals, animals or property of any kind. This definition shall also include signs, fences, retaining walls, swimming pools and other recreational facilities.

BUILDING, DETACHED: A building surrounded by open space on the same lot as a principal building.

BUILDING, PRINCIPAL: A non-accessory building in which the primary use is conducted on the lot.

CHANGE OF USE: An alteration by change of use in a building heretofore existing to a new use group which imposes other special provisions of law governing building construction, equipment or means of egress.

COVER CROP: Plant species included in a seed mix that become established quickly and prevent soil erosion and weed infestation until more permanent plants can become established. The plants may be annuals or short-lived perennials.

DEAD LOAD: Means the weight of all permanent construction including walls, floors, roofs, partitions, stairways and of fixed service equipment.

DECK: An exterior floor platform supported by piers, post, and beams either attached to the structural members of a structure or free-standing.

DWELLING UNIT: A dwelling unit includes a group of rooms arranged, designed, used or intended for the exclusive use as living quarters for one family and which includes a complete kitchen and bath facilities permanently installed. A garage for the sole use of the occupants of the dwelling unit shall be considered part of the dwelling unit when properly separated with fire resistive construction as required elsewhere in this Code.

DWELLING UNIT, MULTIPLE-FAMILY: A dwelling unit which has another dwelling unit, or any other occupancy attached on either side, located above or below it in whole or in part and ~~not~~ properly separated by fire resistive wall~~s~~, floor, or ceiling assemblies

respectively shall be classified as a multiple-family building or as multiple-family dwelling occupancy in a mixed-use building. A multiple-family building shall also include a building which has a common entrance which opens onto a common hall or passageway by which the occupant may gain access to their individual units.

DWELLING UNIT, SINGLE-FAMILY: A dwelling unit detached from any other building or, where attached, separated by a structurally independent two (2) hour minimum fire resistance rated wall without openings or penetrations.

ELECTRIC VEHICLE CHARGING SYSTEM: Means a device that is: used to provide electricity to an electric vehicle; designed to ensure that a safe connection has been made between the electric grid and electric vehicle; and able to communicate with the vehicles control system so that electricity flows at an appropriate voltage and current level. An electric vehicle charging system may be wall mounted or pedestal style, may provide multiple cords to connect with electric vehicles and shall be certified by Underwriters Laboratories or have been granted an equivalent certification.

ELECTRIC VEHICLE SUPPLY EQUIPMENT OR "EVSE": Means a conductor, including an ungrounded, grounded, and equipment grounding conductor, and electric connectors, attachment plugs, and all other fittings, devices, power outlets, and apparatuses installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

EV-CAPABLE: Means parking spaces that have the electrical panel capacity and conduit installed during construction to support future implementation of electric vehicle charging with 208-volt or 240-volt or greater, 40 ampere or greater circuits. Each EV-capable space shall feature a continuous raceway installed between an enclosure or outlet located within three feet (3') of the EV-capable space and a suitable panelboard or other onsite electrical distribution equipment. The electrical distribution equipment to which the raceway connects shall have sufficient dedicated space and spare electrical capacity for a 2-pole circuit breaker or set of fuses. Reserved capacity shall be no less than 40A 208/240V for each EV-capable space. The distribution equipment directory shall be marked "For future electric vehicle supply equipment".

ELEVATION CERTIFICATES: A form published by the Federal Emergency Management Agency (FEMA) or its equivalent, that is used to certify the base flood elevation and the lowest elevation of usable space to which a building has been constructed.

EXCAVATION/FILLING: Except as hereinafter provided, excavation and/or filling shall mean any changing of the grade or sub-grade of a tract of land by cutting, scraping, grading, trenching, digging, filling in or otherwise reshaping the natural contour of the ground. The following shall not be construed as excavation/filling:

A. Any cutting, grading, trenching, digging or backfilling of any foundation of a building or structure for approved construction.

B. Top dressing in an area of existing homes, where the top dressing does not change the drainage patterns. Does not disturb an area greater than five percent (5%) of the

lot area or two thousand (2,000) square feet, whichever is smaller and does not exceed five (5) cubic yards of fill.

C. Repairs to existing septic sites under the supervision of the DuPage County Health Department, in which the area of ground disturbed is less than five thousand (5,000) square feet, shall not require the issuance of a Stormwater Management permit.

D. Cutting, grading, trenching, digging or backfilling of any septic site as part of new construction shall be reviewed for drainage as part of the building permit application, but shall not require a drainage review by the Building & Zoning Department where the area of ground disturbed is two thousand (2,000) square feet or less.

EXISTING BUILDING OR STRUCTURE: A building or structure lawfully constructed, built, or erected for which a Certificate of Use and Occupancy has been issued. A preexisting building or structure shall be deemed an "existing building or structure".

EXITWAY: That portion of a means of egress which is separated from the area of the building from which escape is to be made, by walls, floors, doors, or their means which provide the protected path necessary for the occupants to proceed with reasonable safety to the exit way discharge or exterior of the building.

FIRE RESISTANCE RATING: The time in hours or fractions thereof that materials or their assemblies will resist fire exposure as determined by fire tests conducted in compliance with recognized standards.

GAZEBO: A structure with a permanent roof, intended for shelter, its sides can be open or closed with screens. The roof is intended to provide shade and shed water.

GROSS FLOOR AREA: The complete floor area within the inside perimeter of the exterior walls.

HABITABLE SPACE: Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces and similar areas are not considered habitable space.

HARDSHIP: That situation or circumstance that causes or entails suffering or privation.

LANDSCAPE SCREEN: A visual and physical buffer consisting of plant materials, berms, fences and/or walls, or any combination thereof which obscure a higher intensity zoning district or use from a lower intensity zoning district or use.

LANDSCAPE YARD: An area of ground contained within a required yard of a zoning lot including paved areas required for pedestrian or vehicular access, which is required to be landscaped for the purposes of screening and buffering a development site from a less intensive zoning district or use.

LINKAGE: Any portion of an attached accessory building which connects an attached accessory building to a principal building and meets the following requirements:

A. Is constructed pursuant to all applicable building, zoning and drainage regulations for a principal building; and

B. Is less than twenty feet (20') in length; and

C. Is less than six feet (6') in width.

NATIVE PLANTS: Plants that are inherent and original to an area or ecological region. Plants which have not been introduced from another region or continent. Naturalized species from area outside the region are not considered native.

NONCONFORMING BUILDING OR STRUCTURE: Any lawfully established building or structure on the effective date of this Code or any amendment thereto which does not conform to the applicable provisions established by this Code or the amendments thereto.

OCCUPANCY AND/OR USE: Occupying and/or using a building or structure including decorating, furnishing, inhabiting, using for storage or otherwise utilizing in the manner intended for such building or structure, excluding any occupancy or use incidental to construction or the installation of permanent fixtures and equipment or storage thereof.

OCCUPANT: Any person who inhabits, resides in, works in, or uses a particular building or structure shall be deemed an occupant of said building or structure, excluding those persons who enter into a building or structure incidental to the construction thereof.

ORDINARY, REPAIR AND MAINTENANCE: Routine or basic repairs, maintenance, upkeep, replacement, and servicing required due to the normal use of a building or structure and necessary to sustain a level of efficiency and/or appearance. Such work shall not include the cutting of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements, or the replacement of more than twenty five percent (25%) of a building or structure's roofing or siding; nor shall ordinary repairs and maintenance include the addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electrical wiring or mechanical or other work affecting public health, safety and welfare.

ORNAMENTAL TREE: A deciduous tree planted primarily for its ornamental value, or for screening. May be any size at maturity but will tend to be smaller than a shade tree.

PARKING LOT ISLAND: An area of ground within the boundary of any parking lot that has curbing adjacent to all paved areas. Parking lot islands are used for traffic control and provide space for landscaping which helps screen and shade parking lots.

PARTY WALL: A wall on an interior lot line used or adapted for joint service between two (2) buildings.

PERGOLA: An open sided structure that supports some type of overhead nominal lumber or other material meant to provide shade. It is not intended to shed water or protect from any other weather phenomenon.

PLANT AVERAGE FUNCTIONAL SIZE: The mature height and spread typical of a category of plants, such as low shrubs, evergreen tree, shade trees etc.

PLANT PRESERVATION CREDIT: Credit given for the preservation of existing vegetation meeting the functional requirements of this Code, in lieu of required new landscaping.

RADON GAS: A naturally occurring chemically inert, radio-active gas that is not detectable by human senses.

RAMP: A sloping platform used to access or exit a landing, structure, or deck.

REPAIR: All repairs not herein defined as "Ordinary Repairs and Maintenance".

REPETITIVE LOSS: Flood related damages sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, equaled or exceeded twenty five percent (25%) of the market value of the structure before the damage occurred, in accordance with the Building Code and the Countywide Stormwater and Flood Plain Ordinance (CSFPO).

REQUIRED: Shall be construed to be mandatory by provisions of this ordinance.

ROOF COVERING: The covering applied to the roof for weather resistance, fire resistance or appearance.

SEMI-CRAWL SPACE: The crawl space portion of a building where the depth below the above floor joists to inside finished grade is less than twenty-four inches (24") and the difference between the inside finished grade and adjoining ground is twelve inches (12") or less.

SHADE TREE: A deciduous (or, rarely, an evergreen) tree planted primarily for its high crown of foliage or overhead canopy.

SHED: A structure built for shelter or storage and capable of being entered.

SHRUB, LOW: Any shrub that attains a mature height of less than five feet (5') when left unpruned.

SHRUB, TALL: Any shrub that attains a mature height of five feet (5') or more when left unpruned.

SIDEWALK: A walking surface for pedestrian use typically constructed of concrete, pavers, decorative stone, gravel, etc.

STORMWATER BASIN: A manmade pond or impoundment designed to detain, store and release stormwater.

1. A dry basin is designed to release stormwater.

2. A wetland basin is designed to retain less than three feet (3') of water or maintain saturated soils on the bottom, which are suitable for wetland plants.

3. A wet basin or pond is designed to maintain surface water areas of three (3) or more feet in depth. A basin can be designed to have both dry and wet features.

STORY: That part of a building comprised between a floor and the floor or roof next above.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed elevated pursuant to the Building Code and the CSFPO. The actual value of any labor, services and materials provided at cost or donated shall be included in this determination elevated pursuant to the Building Code and the CSFPO. This term includes repetitive loss buildings elevated pursuant to the Building Code and the CSFPO. (See definition of Repetitive Loss.)

SUBSTANTIAL IMPROVEMENT: Any repair, reconstruction, rehabilitation, addition, or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started pursuant to the Building Code and the CSFPO.

- "Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred repetitive loss or substantial damage, regardless of the actual work done pursuant to the Building Code and the CSFPO.

- Exemption: Projects for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions pursuant to the Building Code and the CSFPO.

TEMPORARY EASEMENT AGREEMENT: A document allowing DuPage County or its agent access to property for the purpose of completing the required landscaping in the event that the owner or petitioner does not install required plant material or does not replace dead plants as required by this Code.

TRANSITION YARD: A required yard on a zoning lot which usually acts as a buffer between two (2) land uses of different types or intensities, and which shall provide a landscape yard in accordance with section 37-4.19, "Landscaping", of the DuPage County Zoning Ordinance. A transition yard shall be located on the zoning lot with the higher intensity use.

TRELLIS: A frame of latticework used as a screen or as a support for climbing plants and constructed chiefly of latticework.

TURF GRASS: Grass as planted, by seeding or sodding, to establish a lawn that is usually maintained by mowing.

UNSAFE STRUCTURE: Any building or structure which constitutes a fire hazard, or is in danger of collapse, explosion, or otherwise threatens the public health, safety or welfare, or which has become deficient in adequate exit facilities, or which involves an illegal or improper use, occupancy or maintenance, or any vacant building or structure unguarded, unsecured or open and accessible to the public at door or window. Any excavation, fill or accumulation of debris shall be deemed a structure within the meaning of section 8-120.

8-128: DRAINAGE REGULATIONS:

8-128.1: General Requirements:

A. Development on a lot or parcel of land including but not limited to new principal buildings or structures, additions thereto or new or existing accessory buildings or structures including for same buildings and structures or lot or parcel grading changes shall meet all requirements of the Building Code and the CSFPO.

B. Sump pump, downspout and gutter discharges:

1. Sump pump, downspout and gutter discharge lines shall be directed to a vegetated swale of sufficient length to allow dissipation before discharge exits site and a minimum of ten feet (10') from any property line and shall not directly tie into a storm sewer except as allowed under Section 128.1.B.2.

2. Sump pump, downspout and gutter discharge lines may be tied to storm sewers if sewer drains to a stormwater detention facility serving the subdivision.

3. In all instances, sump pump, downspout and gutter discharge lines shall not be directed in a manner that negatively impacts drainage on a neighboring property.

C. All required erosion control measures specified on grading plans approved and certified are to be installed and maintained in accordance with procedures and standards for urban soil erosion and sedimentation control in the Illinois Urban Manual as amended by the CSFPO.

D. Stripped surface areas shall be protected from soil erosion within fifteen (15) days after final grade is reached. Stripped areas not at final grade that will remain undisturbed for more than fifteen (15) days after initial disturbance shall be protected from erosion. Temporary cover shall be maintained continuously until permanent cover is established.

8-128.2: Grading Plan Requirements:

A. Minimum Plan Requirements:

1. Title block that includes the project name, sheet number, date of preparation, and, and latest revision date.

2. North arrow.

3. Graph or bar scale.

4. Legal description and tax parcel number (PPN or PIN).

5. Legend identifying all standard symbols used on the plan sheet.

6. Plan must be prepared by an Illinois Registered Professional Engineer. Include name, address, telephone number and seal of registered engineer.

7. Delineation of all existing and proposed easements for utilities, drainage, and conservation.

8. Benchmark tied to the ~~County (NGVD) datum.~~ North American Vertical Datum of 1988 (NAVD88) of the National Spatial Refence System (NSRS) as maintained by the United States National Geodetic Survey (NGS). For sites located in flood hazard areas, tie benchmark to the FIRM datum.

9. Existing and proposed contour lines at one foot (1') interval tied to bench mark.

10. Drainage arrows along lot lines and wherever else appropriate.

11. The topographic survey shall extend one hundred feet (100') beyond all property lines.

12. Finished grades at least 0.5 feet below top of foundation.

13. Side and rear lot line swales at a minimum 1% slope. Drainage swales require a one percent (1%) minimum slope along property lines. These swales shall be contained on the lot being developed, or where applicable, a defined mutual (shared) swale may be used (with the lowest point of the swale being contained on the lot being developed).

a. Four (4) cross-section drawings will need to be provided along with both main property lines that reference the following: All existing and proposed foundations, spot elevations at the top and bottom of the swales (lowest point being contained on the property being developed) and spot elevations at the property line and onto the neighboring property. In addition, these cross-sections need to include the existing grade through the area.

b. Any grading being proposed on a neighboring property will require a letter both signed and notarized by the legal owner(s) of the property allowing grading changes. Depending on the amount of grading changes being proposed on that

property, a separate grading permit may be required. 14. Maximum earth slopes – three (3) horizontal to one (1) vertical.

15. Proposed top of foundation elevation (and lowest opening elevation), including the top of foundation elevations (and the lowest opening) of existing structures within one hundred feet (100') of the project site.

16. The location and direction of all proposed sump pump and downspout discharge lines. Sump pump and downspout discharge lines shall be directed to a vegetated swale and shall not directly tie into a storm sewer. This requirement may be waived by the Building Official where the storm sewer discharges directly into an on-site stormwater facility. In all instances, sump pump and downspout discharge lines shall not be directed in a manner that negatively impacts drainage on a neighboring property. The outlet for every sump pump and downspout shall be located at least ten feet (10') from any property line.

17. Top and bottom elevations of the proposed retaining wall, along with a cross-section detail for the proposed design. Walls twenty-four inches (24") or more in height require the certification of a registered Illinois Architect or Structural Engineer. Manufacturer's specification sheets are required for walls that are pre-engineered (e.g. pre-cast inter-locking wall system, etc.). Depending on type of wall system, height, etc. the above certification may also be required, along with as-built drawings of the installation.

18. The locations and elevations (as defined by the Federal Emergency Management Agency National Flood Insurance Map) of all Zone A floodplains within one hundred feet (100') of the proposed development.

19. The delineation line with wetland submittals for properties containing wetlands or properties within one hundred feet (100') of wetlands. Delineation of off-site properties will not be required. Wetland submittals must be prepared in accordance with the standards found in the CSFPO.

20. The location of all easements for the proposed development.

21. Driveway slope may not exceed eight percent (8%).

22. Location of soil stockpiles remaining on the site for more than three (3) days.

23. Sediment and erosion control plan designed using the procedures and standards for urban soil erosion and sedimentation control in the Illinois Urban Manual as amended by the CSFPO.

24. The location and elevation of all existing and proposed stormwater/drainage facilities within one hundred feet (100') of the property (e.g., swales, ditches, catch basins, inlets, storm sewers, field tiles, culverts).

25. Indicate pipe, slope, length, elevations and type of material for all proposed storm lines.

B. In addition, development on a lot or parcel of land including but not limited to new principal buildings or structures and additions thereto or new accessory buildings or structures and additions thereto or lot or parcel grading changes shall meet shall comply with the following sediment and erosion control plan requirements:

1. Site development that requires stormwater detention facilities or has potential impacts to a special management area (includes but not limited to the following: floodplain, riparian areas, wetlands or developments within one hundred feet (100') of a wetland) will require additional information as found in the CSFPO.

2. The plan shall indicate sedimentation controls for all existing and proposed storm water structures.

3. The plan shall indicate erosion control measures designed to protect adjacent properties and public rights of way. Such measure to be installed before any earth movement and/or groundbreaking.

4. The plan shall indicate erosion control measures designed to protect ditches, swales, and other sloped areas where storm water velocity can cause erosion.

5. The plan shall indicate sediment and erosion control provisions for soil stockpiles.

C. The sediment/erosion control plan will need to include the following:

1. Proper sediment protection (e.g., silt fencing) to be properly installed along the downslopes of the site. Other acceptable and practical methods may be used.

2. The location of the construction entrance.

3. The location of the topsoil stockpile, including the backfill stockpile location. This is to be located as to not create a negative impact on the neighboring properties. Provide a notation if no stockpile is to remain.

4. Proper storm inlet and street inlet protection. Geotextile filter fabric required to be installed under all inlets.

5. Culvert sedimentation protection.

6. Temporary and permanent stabilization method(s) (e.g., erosion control matting/blanket installed on steep slopes, sod, hydro-seed, seed/mulch combination) where the mulch has been cultivated into the soil.

7. Riprap should be used on the outlet side of flared end sections in order to dissipate flows.

8. Ditch checks of rock or straw/haybales should be considered within swales of excessive drop.

9. Sediment basin/traps should be considered as a settlement area before a storm structure/facility.

10. The location of cement wash-off areas shall be placed away from special management areas (floodplains/floodways, riparian, wetlands and wetland buffers), stormwater facilities and other related conveyance systems.

D. Requirements for Final Grading Approval and Security Bond Release:

1. Four (4) copies of a record drawing showing the as-built topography to be submitted to the Building & Zoning Department. The site will be inspected within three (3) to five (5) working days after the drawing is received.

2. The record drawing must be prepared, signed and sealed by a registered Illinois Land Surveyor (Professional Engineer when required) and should be prepared to the same standards as the approved topographic/grading plan.

3. The record drawing grading shall match the approved grading plan.

4. Submitted record drawing as-built topographic shall reflect the actual finished grading. This is to include the location of all downspouts and sump pump discharge lines and reference the benchmark used in the approved grading plan.

5. Swales/berms shall be properly installed as per the approved grading plan.

6. All storm lines (driveway culverts, storm inlets and outlets, catch basins and flared-end sections) shall be free of debris and sediment.

7. All vegetation shall be established (e.g., sod, hydro-seed, or seed with an acceptable matting blanket material). Should a final grading inspection be scheduled without vegetation being established, a re-inspection will be required for the vegetation prior to any approvals being issued.

E. Development on Properties Within the Floodplain and Floodway Requirements:

1. The director or his designee shall be responsible for the general administration and enforcement of this section including but not limited to the following:

a. To make determinations on Floodplain and Floodway designation and check all new development sites to determine whether the sites are in a special flood hazard area (SFHA) per the standards and requirements of the Building Code and the CSFPO.

b. To make determinations as required by FEMA to determine if any structure has substantial damage and ensure that any modification of those structures comply with the requirements of the Building Code and the CSFPO.

c. To make determinations relative to a substantial improvement and ensure that those structures comply with the requirements of the Building Code and the CSFPO.

d. To make determinations relative to repetitive loss on a property and ensure that the property complies with the requirements of the Building Code and the CSFPO.

2. Pursuant to the requirements of FEMA, any development in the floodplain must obtain an Elevation Certificate.

3. Where a development, structure or property has substantial damage, has or will have substantial improvement or is the subject of repetitive loss regulations, the director or his designee shall require that the development, structure or property comply with the requirements of the Building Code and the CSFPO, including but not limited to the following:

a. Elevate, relocate, demolish or floodproof. Floodproof only non-residential structures.

b. Obtain an Elevation Certificate.

4. The director or his designee shall be responsible to maintain for public inspection in the permit files any documentation including Elevation Certificates relative to all determinations made by the director or his designees relative to development in the floodplain and or floodway including substantial damage, substantial improvement and repetitive loss to said structures and property per the requirements of the Building Code and the CSFPO.

8-129: LANDSCAPE REGULATIONS:

8-129.1: General:

1. To require landscaping for screening and buffering of subdivisions, planned developments, developments granted zoning relief, and all developments other than single-family residences to reduce the impact of such developments on adjacent properties.

2. To encourage the preservation of existing trees and other vegetation which are in healthy condition, especially mature plant material and plants indigenous to the region, which are an important element characterizing the high quality of life in the County.

3. To encourage the design and location of buildings, parking lots, drainage facilities and other improvements in such a way as to maximize the preservation of existing trees and other desirable vegetation.

4. To grant plant preservation credits for existing trees and other desirable vegetation which meet landscaping requirements.

5. To regulate the clearing and disturbing of land during the planning and site development process so as to preserve existing trees and other desirable vegetation when a tree preservation plan has been approved and plant preservation credits have been given.

6. To require the use of native vegetation in and around stormwater basins to help filter stormwater runoff, reduce basin erosion and sedimentation, aid in the removal of nutrient and other contaminants from stormwater, and discourage large numbers of nuisance waterfowl in and around stormwater basins.

8-129.2: Applicability:

1. The requirements shall apply to the following projects requiring a permit in unincorporated DuPage County.

a. All applications for subdivision approval or zoning relief.

b. All projects having been granted zoning relief.

c. All projects having one or more transition yards.

d. All projects having parking lot areas of ten thousand (10,000) square feet or larger.

e. All projects, other than projects on lots that contain single-family residences, having existing trees of at least three inches (3") in diameter measured four and one-half feet (4 1/2') above the ground.

f. All projects granted reduction of required yards by conditional use procedure with shared parking facilities.

g. All projects that utilize up to twenty percent (20%) yard reduction for parking, circulation or loading.

h. All projects having parking lots of four (4) or more spaces located less than forty feet (40') from a residential property or street right of way line.

i. All projects having open off street loading areas less than forty feet (40') from a residential property or street right of way line.

j. All projects having outdoor storage areas of goods, products, materials, supplies, machinery, equipment or commercial vehicles.

k. All automobile service stations.

l. All projects having outdoor trash containers.

m. All projects having stormwater basins.

n. All principal arterial office use projects.

o. All private school play areas that are adjacent to residential properties.

2. The following projects are exempt from the requirements:

a. All projects on lots that contain single-family residences that do not have any transition yards, or existing zoning relief.

b. All projects (other than lots which contain single-family residences) that do not have any circumstances in subsection 8-129.2 (section 1) of this section.

3. Existing conditions on developed sites that are not in conformance with the requirements of the DuPage County Zoning Ordinance, section 37-~~4.19~~ 419, "Landscaping", that are otherwise lawful on August 13, 1991, may be continued as a matter of right. Any lawful exceptions of nonconforming uses that involve any of the circumstances in subsection 8-129.2 (section 1) of this section shall be subject to the requirements of this Code.

4. Alternative compliance. Certain project conditions may justify approval of alternative methods of compliance within these requirements. Conditions may arise where normal compliance is impractical or impossible or where maximum achievement of the County objectives can only be obtained through alternative compliance.

a. Requests for alternative compliance will be considered for any application to which the requirements of the ordinance apply when one or more of the following conditions are present:

(1) Existing topography, soil, vegetation or other site conditions are such that full compliance is impossible or impractical; or improved environmental quality would result from the alternative compliance.

(2) Space limitations, unusually shaped lots or prevailing design practices in the surrounding neighborhood may justify alternative compliance for infill sites and for improvements or redevelopment in older developed areas.

(3) A change of use on an existing site increases the screening required to more than is feasible to provide.

(4) Safety considerations make alternative compliance necessary.

b. Requests for alternative compliance shall be accompanied by sufficient explanation and justification, written and graphic, to allow appropriate evaluation and decision.

c. A proposed alternative compliance measure must be equal to or better than normal compliance in terms of quality, effectiveness, durability, hardiness and ability to meet the landscape standards of the Code.

d. Alternative compliance shall be limited to the specific project under consideration and shall not establish precedents for acceptance in other cases.

8-129.3: Submittal Requirements:

1. A tree survey of the site to be developed shall be submitted prior to site plan review and concurrent with the submittal of any permit or project application for zoning relief, a subdivision, or when a transition yard exists on the property, or a transition yard is created through allowed yard reduction on the property.

a. Tree Survey Preparation.

(1) For a single-family detached lot or two lot subdivision: The tree survey may be prepared by the property owner on a site survey, identifying the trees and other prominent vegetation on the site.

(2) For all nonresidential development and subdivisions: all single-family subdivisions of three (3) or more lots; all two-family developments and all multiple-family developments: The tree survey shall be prepared by an arborist, forester, horticulturalist, landscape architect, landscape designer, landscape contractor, or other professional able to correctly locate and identify trees and other prominent vegetation on the site.

b. The plan shall include the following:

(1) All existing trees of three inches (3") or larger in diameter measured four and one-half feet (4 1/2') above the ground, their species and condition.

(2) The outline of existing masses of other vegetation which may include trees less than three inches (3") in diameter and shrubs.

(3) All trees of twelve inches (12") or larger in diameter measured at four and one-half feet (4 1/2') above the ground, on all adjacent properties within twenty-five feet (25') of the property line.

2. The landscape plans is to be prepared and stamped by a registered Landscape Architect, licensed in the State of Illinois, for all nonresidential development and subdivisions; all single-family subdivisions of three (3) or more lots; all two-family developments and all multiple-family developments.

The landscape plan shall be submitted on a separate sheet and shall include the following information:

a. Site Elements: The landscape plan shall show:

(1) Title block including the name and street address of the project, designer's name, scale of the plan (no smaller than 1" = 50' for plans with trees only; and no smaller than 1" = 20' for plans with shrubs and smaller plants), north arrow and date of the plan.

(2) Property lines.

(3) Name, location, right of way and paving widths of all abutting streets.

(4) Note zoning and use of all abutting properties; location of buildings on abutting properties within two hundred feet (200') of property lines.

(5) Natural features such as ponds, lakes and streams; delineation of 100-year floodplain and wetland boundaries.

(6) Existing and proposed stormwater basins.

(7) Required landscaped yard widths.

(8) Location, height, dimensions, and use of all existing and proposed buildings and other structures, including parking lots, sidewalks, and other paved areas, fences, walls, and recreational equipment.

(9) On sites where trees and other vegetation are to be preserved, the plans shall identify construction access, storage areas, work areas, and protective fencing around trees and other vegetation. These elements shall also be shown on the site grading plan.

b. Planting Elements: The landscape plan shall show:

(1) Existing trees and areas of other vegetation to be removed, locations noted, trees three inches (3") or larger in diameter measured at four and one-half feet (4 1/2') above the ground, and a list of species.

(2) Existing trees of three inches (3") or larger in diameter measured at four and one-half feet (4 1/2') above the ground, to be preserved, including locations noted, diameter, and a list of species.

(3) Outline of existing masses of other vegetation, which may include trees less than three inches (3") in diameter and shrubs, to be preserved,

(4) Show on submittals the methods and details for protection of existing vegetation during construction.

(5) Location and keyed labels of all proposed plants.

(6) Location of all proposed areas to be seeded and/or sodded.

(7) Plant list or schedule to include key symbols, quantity, correct botanical and common names, size and condition of all proposed plants.

(8) Location and description of other landscape improvements, such as earth berms, screens, sculptures, fountains, street furniture, signs, lighting and paved areas.

(9) General and specific notes to indicate or explain the design and construction procedures to be used.

c. Specifications, maintenance and management plans for stormwater basins.

(1) Provide written specifications for planting procedures.

(2) Provide a written landscape management and maintenance plan for the three (3) year native planting establishment period.

(3) A written perpetual maintenance and management plan shall be incorporated into subdivision covenants or stormwater basin easement language outlining practices required to properly maintain native plantings.

8.129.4: Review Procedure:

1. The plan will be reviewed for compliance with the DuPage County Zoning Ordinance and with any ordinance approved by the County Board that grants specific zoning relief on the subject property.

2. Any subsequent alteration of the approved grading plan that affects existing or proposed landscaping shall require that a new landscape plan be submitted highlighting specific landscape changes from the previous plan.

3. Upon satisfying the landscape plan conditions of this Code, the DuPage County Zoning Ordinance and any ordinance granting specific zoning relief on the subject property, a detailed cost estimate prepared by a recognized landscape architect or landscape contractor shall be submitted for approval. The estimate shall include the cost of all new landscaping, and replacement value of trees and other vegetation being preserved. Replacement value shall be determined by the cost of replacing each tree or shrub with a new tree or shrub to meet the required landscape points.

4. The applicant shall also be required to sign a temporary easement agreement prior to the issuance of any permits.

5. Upon the receipt of the landscape bond, the signed temporary easement agreement, and the approval of the tree preservation measurements on the site by the County

when tree preservation is required, the applicant will have completed the landscape submittal requirements of the ordinance.

6. Inspection of the applicant's property will be conducted by the County after the installation of all materials by the applicant and again after at least one year has passed.

8-129.5: General Landscape Requirements:

1. All plants shall conform to the "American Standards For Nursery Stock", latest edition, and shall be installed according to the current standards of the American Association of Nurserymen.

2. Plant Availability and Hardiness: All plants used in landscape plans shall be hardy in USDA zone 5.

3. Deciduous shade and street trees shall be fully branched and have a minimum caliper of three inches (3"), except for single lot residential development, which shall have a minimum caliper and two and one-half inches (2 1/2") as measured six inches (6") above ground level. Specimens shall be properly pruned to maintain a natural form.

4. Ornamental trees shall be fully branched and have a minimum caliper of two and one-half inches (2 1/2") for single lot residential development, which shall have a minimum caliper of two inches (2"), as measured six inches (6") above ground level. Specimens shall be properly pruned to maintain a natural form and effective screening.

5. Evergreen trees shall have a minimum height of eight feet (8'), except for single lot residential development, which shall have a minimum height of six feet (6'). Trees shall be fully branched to the ground.

6. Columnar evergreens shall have a minimum height of four feet (4') and shall be fully branched to the ground.

7. Tall shrubs shall be supplied in five (5) gallon or larger containers or balled and burlapped. Plants shall measure at least thirty-six inches (36") in height and shall be fully branched to the ground. Shrubs shall be properly pruned to maintain effective screening.

8. Low shrubs shall be supplied in two (2) gallon or larger containers for residential development, or five (5) gallon or larger containers for nonresidential development. Plants shall measure at least eighteen inches (18") in height or spread for residential development and at least twenty-four inches (24") in height or spread for nonresidential development.

9. Ground cover plants shall be planted so that an effective covering is obtained within two (2) growing seasons, or a maximum spacing of one foot (1') on center, in all directions.

10. Plant materials, including deciduous trees and evergreen trees, shall not cause a hazard. Landscape plant material overhanging walks, pedestrian or bicycle paths and seating areas shall be pruned to a minimum height of eight feet (8'); and to a minimum height of twelve feet (12') over streets and highways, and above parking lot aisles and spaces.

11. Parking Lot Plantings:

a. No shrub or tree shall be planted closer than two feet (2') from any curb.

b. Low shrubs planted in parking lot islands shall be maintained at a height not exceed three feet (3'), in order to keep sight lines clear.

12. Plantings shall conform with section 37-4.5-3, of the Zoning Ordinance to keep the vision triangle clear at all vehicle intersections.

13. Maintenance Responsibility:

A. The owner of the property, or subsequent owners, shall be responsible for the maintenance of all landscape materials. Any plant materials which die shall be replaced forthwith in compliance with the approved landscape plan.

B. Fences, walls and other barriers shall be maintained in good repair.

8-129.6: Preservation of Trees And Other Vegetation:

Trees and other vegetation which will be preserved as part of an applicant's approved landscape preservation plan shall be subject to the following requirements:

1. Clearing and Tree Removal:

a. Upon approval of the landscape preservation plan for a permit or a development, the applicant shall refrain from clearing and removing trees and other vegetation from the site until all required approvals and permits have been applied for and received from the County.

b. Exemption, Notification And Plan Revision.

(1) Trees identified for preservation on the landscape preservation plan which pose an immediate safety hazard to pedestrian or vehicular traffic, buildings, other site improvements or utility lines, including damage caused by storm, fire, or other injury, may be removed at any time.

(2) The applicant shall notify the County within forty-eight (48) hours of the tree removal work.

(3) The landscape preservation plan shall be revised, and new trees required to meet the landscape screening requirements of this section shall be added to replace any plant preservation credits formerly provided by the removed trees.

2. Protection: Root area, trunks and branches of trees and other vegetation identified for preservation shall be protected during any work activity on the site. The applicant and his contractor shall conform to the following requirements:

a. All grading, storage of materials and trash, parking or equipment or vehicles, dumping of liquids, and direction of construction runoff shall be prohibited within five feet (5') of any existing tree drip line or shrub/ground vegetation line.

b. A sturdy, continuous, temporary fence of at least four feet (4') in height shall be erected prior to site clearing and grading operations. The fencing shall be secured to posts driven into the ground. The fence lines shall be five feet (5') or more from all existing vegetation drip lines and shall be maintained until all construction work has been completed.

c. The applicant or developer/contractor shall hire a professional arborist to prune trees identified to be saved to compensate for root loss during conservation, remove dead or damaged branches, and remove low hanging branches which conflict with access into the site.

3. Replacement: Trees identified on the approved landscape plan for preservation which are inadvertently or intentionally destroyed, or are dying or dead, as determined by the County at any time up to and including the second landscape inspection, shall be removed, and replaced with new plantings in the following manner:

a. Replace the total caliper of dead or dying trees with trees of the minimum size as specified by this Code or in accordance with subsection 8-129.2.4, "Alternative Compliance", of this article.

b. Replacement trees shall be located in the areas identified for preservation on the approved landscape plan or as allowed by subsection 8-129.2.4, "Alternative Compliance", of this article.

4. Plant Preservation Credits: Plant preservation credits (PPC) may be applied for when plants in the required landscape yards are retained to perform required screening and buffering. The landscape requirement will be waived to the extent that the plants meet the requirements of the specific case as determined by the County.

a. Each tree or masses of trees and shrubs preserved in the areas of a required landscape yard shall meet the following requirements:

(1) The tree masses of trees and shrubs shall be alive and in a healthy condition.

(2) Trees three inches (3") to five inches (5") in diameter measured four and one-half feet (4 1/2') above the ground shall receive one hundred (100) landscape points.

(3) Trees six inches (6") to eight inches (8") in diameter measured four and one-half feet (4 1/2') above the ground shall receive one hundred thirty five (135) landscape points.

(4) Trees nine inches (9") to eleven inches (11") in diameter measured four and one-half feet (4 1/2') above the ground shall receive one hundred seventy (170) landscape points.

(5) Trees twelve inches (12") or larger in diameter measured four and one-half feet (4 1/2') above the ground shall receive two hundred (200) landscape points.

(6) Masses of trees under three inches (3") in diameter and shrubs in landscape yards may receive up to one hundred percent (100%) of the points required for that portion of the landscape yard if one-third (1/3) of the landscape points in all landscape yards are evergreens.

(7) Trees or masses of trees or shrubs shall perform the required screening function for the landscape yards as determined by the County.

b. Procedure for Obtaining Credits: All areas to be preserved shall be labeled on the landscape plan. Include photographs to verify existing vegetation areas. Note any pruning or other work on the plan. The applicant will be notified in writing as to the extent of the credit. As a condition of the PPC, all plants shall be protected during construction, as required in subsection 8-129.6.2. of this article.

c. Existing landscaping on the site of a principal arterial office use project shall be preserved and maintained.

8-129.7: Landscape Screening:

Landscape screening is required in all transition yards and other areas as follows:

1. A partial landscape screen is required where:

a. A nonresidential use or district abuts a nonresidential use or a nonresidential district if the adjacent lot is vacant.

b. A two-family or multi-family use abuts a non-single-family detached residential use or non-single-family detached residential district if the adjacent lot is vacant.

c. A use in a nonresidential district utilizes the fifty percent (50%) yard reduction by conditional use abuts a nonresidential district.

d. A non-single-family detached use that utilizes the twenty percent (20%) yard reduction for parking, circulation or loading abuts a non-single-family detached use or a non-single-family district if the adjacent lot is vacant.

e. A single-family detached zoning lot is granted a variation or conditional use, when abutting any nonresidential use or any nonresidential district if the adjacent lot is vacant.

f. There is a principal arterial office use. Screen around the structures on the property.

2. A full landscape screen is required where:

a. A nonresidential use or district abuts a residential use or any residential district if the adjacent lot is vacant.

b. A two-family or multifamily use abuts a single-family detached use or a single-family detached district if the adjacent lot is vacant.

c. A use in a nonresidential district that utilizes the fifty percent (50%) yard reduction by conditional use abuts a residential district.

d. A non-single family detached use that utilizes the twenty percent (20%) yard reduction for parking, circulation or loading abuts a single-family detached use or a single-family detached district if the adjacent lot is vacant.

e. A single-family detached zoning lot is granted a variation or conditional use, when abutting any residential use or any residential district if the adjacent lot is vacant.

f. There is a principal arterial office use. Screen driveways, parking areas and outdoor trash containers on the property.

g. A yard reduction of up to twenty percent (20%) is utilized for parking, circulation, or loading.

h. Parking lots of four (4) or more spaces are located less than forty feet (40') from a residential property or street right of way line.

i. Open off street loading areas are located less than forty feet (40') from a residential property or street right of way line.

j. Outdoor storage areas of goods, products, materials, supplies, machinery, equipment or commercial vehicles, other than sales yards, are located.

k. Outdoor trash containers are located.

l. Play area of private schools are adjacent to residential properties.

3. Planned use or conditional use developments with mixed uses shall provide the minimum required landscape yard between areas of differing uses as defined above.

4. Landscape Yards: Required landscaping may include fences, walls and berms in addition to plant materials. Determine the type and number of plants and other features required by the following:

a. Number Of Points Required for:

(1) A Partial Landscape Screen: Points required = the length of the landscape yard in linear feet multiplied by 5.

(2) A Full Landscape Screen: Points required = the length of the landscape yard in linear feet multiplied by 8.

b. Number Of Plants Required: Trees and shrubs have been given a point value as follows:

Low shrubs:	10 points
Tall shrubs:	15 points
Columnar evergreens:	25 points
Ornamental trees:	50 points
Evergreen trees:	100 points
Shade trees:	100 points

5. Plant Selection:

a. The proposed landscaping shall function so that maximum effective screening is provided. Both overhead and lower screening and buffering are required to meet the requirements.

b. Plant selection shall include a variety of plant types where possible.

c. Fences, walls and berms, where allowed, shall be used to increase effective screening. Trees and shrubs should be used on berms and in front of fences and walls.

d. Plant selection shall include evergreens for at least one-third (1/3) of the total required points in each landscape yard.

6. Solid Screening Fences or Walls:

a. Solid screening fences or walls of at least six feet (6') in height, where allowed, may contribute up to fifty percent (50%) of the required landscape points for a full or partial landscape screen on non-single-family residential lots and up to one hundred percent (100%) of the required points on single-family residential lots.

b. Screening fences or walls of less than six feet (6') in height but no less than four feet (4') in height, which are at least fifty percent (50%) open, where they are allowed, may contribute up to twenty five percent (25%) of the required landscape points for a partial or full screen.

7. Berms:

a. Berms are required in all front and corner side landscape yards for all non-single-family residential developments when adjacent to parking lots, storage and loading areas, except where in conflict with required drainage, detention/retention areas, wetland preservation and mitigation areas, tree preservation areas or vision clearance easements.

b. Continuous or staggered berms may contribute up to fifty percent (50%) of the total landscape points for that portion of a landscape yard. Berm heights of at least two and one-half feet (2.5') will receive credit based on the following:

(1) Berm height in feet x 10 = % of points credited (0.5' increments)

EXAMPLE: 100' Long Berm @ 2.5' high x 10 = 25% of points credited for that landscape yard.

(2) Berm heights of five feet (5') or more shall be credited a maximum of fifty percent (50%) of the points required for that portion of the landscape yard.

(3) When berms are used in combination with fencing for required screening, credit will be given for either the berm or the fence, but not for both.

8. Outdoor Storage Areas And Outdoor Trash Containers: Except for open sales lot, all outdoors storage areas of goods, products, materials, supplies, machinery, equipment or commercial vehicles, and outdoor trash containers, shall be enclosed with a fence, masonry walls or landscape screen or any combination thereof, which shall result in a full landscape screen to a height of not less than six feet (6') above grade.

8-129.8: Parking Lot Landscaping:

The following requirements apply to all parking lot landscaping:

1. Parking lot interior landscaping shall be provided for all parking lots of ten thousand (10,000) square feet or larger.

2. Interior landscaping shall occupy at least ten percent (10%) of the area of the parking lot, and shall be evenly distributed within the parking lot.

3. Shared parking facilities on two lots granted by conditional use procedure shall provide a minimum of ten percent (10%) interior landscaping on both lots.

4. Planting islands shall be placed in all parking lots as follows:

a. End islands shall be provided at each end of all parking bays, except where corner islands are provided.

b. Intermediate islands shall be spaced evenly and distributed throughout the parking area in order to meet the ten percent (10%) landscaping requirement.

c. Center islands may be provided between head-in parking for the full length of every other parking bay, unless there are three (3) or fewer parallel aisles of parking, to meet the ten percent (10%) landscaping requirement.

d. Corner islands shall be provided at the end of two (2) perpendicular parking bays when these bays are at the edge of the parking lot.

e. Drive islands may be provided between circulation drives and parking bays to meet the ten percent (10%) landscaping requirements.

5. Minimum dimensions of planting islands, including a six-inch (6") curb:

a. End islands shall be a minimum width of nine feet (9') and minimum length of thirty-six feet (36) (45 feet with a center island) for a double bay of parking.

b. Intermediate and half end islands shall be a minimum width of nine feet (9') and minimum length of eighteen feet (18'). In the case of angle parking, the perpendicular from the center of the parking bay to the aisle shall be the minimum length.

c. Corner islands shall be a minimum of eighteen feet (18') square, except in the case angle parking, where the perpendicular length of the stall from the centerline of the parking bay shall be the minimum dimension.

d. Center islands between head-in parking and drive islands shall be a minimum width of nine feet (9'), and the same length as the parking bay.

6. A curb shall be provided for all parking spaces adjacent to planting or pedestrian areas to prevent vehicle overhang, except in the case of handicapped access ramps.

7. Landscaping is required in parking lots for screening, reduction of glare and to provide shade, which prevents heat buildup. Shade trees, high branched ornamental trees and ground cover plants and/or turf grass shall be used. Low shrubs may be required for additional screening. The minimum requirements are as follows:

a. Nine foot (9') wide intermediate islands: At least one tree, and ground cover plants and/or turf grass.

b. Eighteen-foot (18') corner islands: At least one tree, and ground cover plants and/or turf grass.

c. Nine-foot (9') wide center and drive islands: At least three (3) trees per one hundred (100) linear feet, and ground cover plants and/or turf grass.

d. Nine foot (9') wide half end islands: At least one tree, and ground cover plants and/or turf grass. Provide at least seven (7) low shrubs when the islands is not adjacent and is forty feet (40') or more from a landscape yard.

e. Nine-foot (9') wide end islands: At least two (2) trees, and ground cover plants and/or turf grass. Provide at least fifteen (15) low shrubs when the islands is not adjacent and is forty feet (40') or more from a landscape yard.

f. Nine-foot (9') wide end plus center island: At least two (2) trees, and ground cover plants and/or turf grass. Provide at least twenty (20) low shrubs when the islands is not adjacent and is forty feet (40') or more from a landscape yard.

8-129.9: Prohibited Plants:

The following plants shall not be planted as a part of meeting the screening and parking lot landscaping requirements:

1. TREES:

Botanical Name	Common Name	Remarks
Acer ~~N~~ negundo	Box-elder	Weak wood, invasive roots, self-seeds, Box-elder bug
Acer ~~S~~ saccharum	Silver Maple	Weak wood, invasive roots, self-seeds, disease
Ailanthus ~~A~~ altissima	Tree-of-Heaven	Weak wood, twig litter, self-seeds, invasive root
Betula ~~P~~ pendula	European Birch	Disease, fatal borer insects
Catalpa species	Catalpa	Weak wood, leaf & twig litter, self-seeds, disease
Eleagnus species	Russion, Autumn Olive	Weak wood, short lived
Fraxinus ~~A~~ americana	White Ash, Autumn Purple Ash, Rosehill White Ash, Skyline White Ash	Emerald Ash Borer
Fraxinus pennsylvanica	Green Ash, Clump Green Ash, Marshall Seedless Green Ash, Sherwood Glen Green Ash, Summit Green Ash	Emerald Ash Borer
Ginkgo ~~B~~ bilboa	Ginkgo (female)	Offensive smelling fruit, seeds (Male varieties acceptable)

Gleditsia ~~T~~ triacanthos	Thorny Honeylocust	Large thorns, seed pods (Thornless & seedless varieties acceptable.)
Juglans species	Butternut, Black Walnut	Large fruit, difficult to grow plants under
Maclura ~~P~~ pomifera	Osage-Orange	Large fruit, thorns
Morus species	Mulberry	Weak wood, fruit, self-seeds, Invasive
Malus ~~D~~ domestica	Apple	Large fruit, disease, insects
Platanus ~~A~~ acerifolia	London Plane Tree	Aggressive roots, crowds out native under story plants, heavy litter with oversized leaves, fruit and twigs
Platanus occidentalis	Sycamore	Aggressive roots, ~~crowds out native under story plants,~~ heavy litter with oversized leaves, fruit and twigs
Populus species	Poplar , Aspen, Cottonwood.	Weak wood, short-lived, litter, Poplar self-seeds, disease
Prunus species	Cherry, Peach, Plum	Large fruit, disease, insects, short-lived
Pyrus calleryana	Callery Pear, Bradford, Cleveland, Aristocrat, etc.	Self-seeds, litter, weak wood and branch structure, short lived, very invasive
Pyrus ~~C~~ communis	Pear	Large fruit, disease, insects
Quercus ~~P~~ palustris	Pin Oak	~~Crowds out native under story plants~~ Intolerant of alkaline soils
Rhamnus ~~F~~ frangula	Buckthorn	Weak wood, fruit, seed spread by birds, very invasive
Robinia species	Black Locust	Weak wood, twig litter, self-seeds, invasive
Salix species	Willow	Weak wood, invasive roots,

		short-lived
Sorbus ~~A~~ aucuparia	European Mountain ash	Disease, fatal borer insects
Ulmus ~~A~~ americana	American Elm	Fatal diseases, insects, self-seeds, invasive
Ulmus ~~P~~ pumila	Siberian Elm	Weak wood, disease, insects, self-seeds, invasive
Shrubs/Herbaceous Plants:		
Coronilla ~~V~~ varia	Crownvetch	Invasive, intolerant of other plants
Lonicera ~~J~~ japonica	Japanese Honeysuckle	Very invasive, crowds out native understory plants
Lythrum ~~S~~ salicaria	Purple Loosestrife	Very invasive, ~~replaces~~ crowds out native plants ~~in wetlands~~
~~Polygonum Cuspidatum~~ Fallopia japonica	Japanese Knotwood, false or Mexican Bamboo	Very invasive, ~~replaces~~ crowds out native plants ~~in sum~~
Rosa ~~M~~ multiflora	Multiflora Rose	Very invasive, thorns
Phalaris arundinaceous	Reed Canary Grass	Very invasive, crowds out native plants
Phytolacca amerincana	Pokeweed, American Pokeweed	Very invasive, crowds out native plants, are poisonous to pets and other animals

~~Note:~~

~~1. Also known as Fallopia japonica, false or Mexican bamboo~~.

8-130: BUILDING OPERATIONS:

A. Night Operations: No construction or alteration operations shall be carried on prior to seven o'clock (7:00) A.M. or after nine o'clock (9:00) P.M., if such produces loud or annoying noises. Construction and/or alteration operations shall not be permitted on Sundays if such produces loud or annoying noises.

B. Sidewalks: No sidewalk shall be obstructed in course of building operations and whenever a removal of a sidewalk is required, such work shall not be done until a special permit is secured from the authority having jurisdiction.

C. Street Use: It shall be unlawful upon any street, parkway, or sidewalk within the county to deposit or store any building materials, tools, apparatus, or structure designed or intended to be used in the erection, construction, alteration, or repair of buildings.

1. It shall be unlawful to mix mortar, concrete or any other material upon the surface of any sidewalk or pavement in the County, or to wash any vehicle or machine incidental to construction on any street right of way.

2. Except as otherwise provided in the ordinance of this County, the person to whom a building permit is issued shall at all times during the life of the permit, maintain that portion of the street, parkway and sidewalk and a sidewalk abutting upon and adjacent to the lot or tract upon which such building is erected, in a safe condition and clear of all building materials, rubbish, dirt or snow. He shall at no time obstruct the gutter, or waterway of any lot or street so as to prevent the passage of water along the same, and if the gutter shall be shaded or covered so that ice accumulates therein, he shall clear the gutter so as to allow water to pass freely at all times.

D. Temporary Restroom Facilities: The owner or the owner's representative of a temporary building or building under construction, which is not yet occupied for its intended purpose, shall ensure that employees working on the construction site have access to restroom facilities which meet the following requirements:

1. Toileting facilities shall be enclosed and discharged into a sanitary sewer. In lieu of connecting to a sewer, the sanitary facility may be a portable, enclosed, chemically-treated tank-tight unit.

2. If individual portable units are used, separate toileting facilities are not required for males and females. Toileting facilities shall be provided based on the Occupational Safety and Health Administration Construction Sanitation Standards, which are as follows:

a. For twenty (20) employees or less, one toilet facility shall be provided.

b. For twenty (20) employees or more, one toilet facility and one urinal per forty (40) workers shall be provided.

c. Hand cleansing units shall be provided.

d. All units shall be pumped and cleansed regularly to ensure adequate working facilities.

e. For nonresidential temporary buildings or non-residential buildings, the restroom facilities shall be located within three hundred feet (300') of the entrance of the building under construction.

f. For residential temporary buildings or residential buildings, the restroom facilities shall be made readily available in nearby areas.

8-131: BUILDING ADDRESSES:

Prior to the issuance of a Certificate of Use and Occupancy each structure which has been assigned an address shall permanently affix such address to the building so that the address is visible from the main street. Address characters shall be in Arabic numerals and shall be at least six inches (6") in height and mounted on a contrasting background other than glass. Such address shall be maintained visible and legible.

8-132: NOISE STANDARDS:

Regulations concerning noise are hereby adopted by reference pursuant to Illinois Administrative Code Title 35 Subtitle H entitled "Noise" chapter II entitled "Environmental Protection Agency Part 951" and measurement procedures for the enforcement of 35 Illinois Code 900 and 901.

8-133: Plans Requirements:

A. Minimum Plan Requirements:

1. Title block that includes the project name, project street address, name of design professional, date of preparation, revision dates, and sheet numbers.

2. North arrow on plans & foundation plan.

3. Delineation of all existing and proposed components for addition & remodel projects.

4. Exterior elevations, wall section, building code edition, and any relevant details

5. In One-and Two-Family Dwellings for new construction or existing structures being added to or remodeled and such alterations modify fifty percent (50%) or more of the existing structure the entire structure shall meet all the requirements for new construction. Projects meeting these requirements must be prepared by an Illinois Registered Architect or Structural Engineer.

   a. Cover sheets shall include the name of the design professional, address, telephone number and email address, be stamped, signed, and sealed. Subsequent pages must also be stamped.

   b. When applied for in PDF or other electronic format must be in a minimum dimension of seventeen inches by eleven inches (17”x11”) and a maximum of thirty- six inches by twenty-four inches (36”x24”). Except for the site plan.

8-134: RESERVED

ARTICLE II. MINIMUM PLANNING REQUIREMENTS

8-200: LIGHT AND VENTILATION:

A. General:

1. Install windows in outside walls to provide natural light and ventilation in all habitable rooms.

2. Windows in habitable rooms, whose areas provide the light and ventilation necessary to comply with the following requirements are considered required windows. All windows in addition to these, and also windows in rooms other than habitable rooms, are considered non-required windows.

3. The area of glazed portions of doors located in exterior walls may be included when necessary, in determining compliance with the above requirements.

4. Where window or drain openings are provided below grade, protect with metal window wells.

5. Where duct type range hoods are provided, ducts shall be constructed with nonflexible galvanized steel or stainless steel and shall discharge to outside air. An attic or crawl space shall not be considered outside air.

B. Habitable Rooms: Rooms designed to be used for living, sleeping, eating or cooking, including basement areas with the finished floor three feet six inches (3'6") or less below grade.

1. Required light and ventilation in each habitable room include windows, sliding glass doors and other exterior doors with glass area.

2. Total glass area: Not less than eight percent (8%) of floor area of room.

3. Ventilating area: Not less than four percent (4%) of floor area of room.

C. Borrowed Light and Ventilation Between Rooms:

1. Unless separately lighted and ventilated by windows which provide the required area, the floor area of two (2) habitable rooms may be combined in computing required light and ventilation area.

2. The common wall between such rooms shall contain an opening or openings which shall provide enough light and ventilation to meet the requirements for habitable rooms.

D. Bathrooms And Water Closet Compartments: Provide ventilation by one of the following means:

1. Window or skylight. Openable windows or skylights located in exterior walls or roofs with the light and vent areas, not less than three (3) square feet.

2. Vents in or near ceilings with continuous duct connection to outside air in an approved method, with mechanical exhaust, one CFM per square foot.

E. Open Basements: Provide light and ventilation by windows or door, in exterior walls with both glazed and ventilating area not less than two percent (2%) of the floor area.

F. Crawl Spaces:

1. All crawl spaces under houses and other unexcavated spaces under porches, breezeways and patios or other appendages shall be ventilated by openings in the foundation walls. A minimum of one square foot of vent opening per one hundred fifty (150) square feet of crawl space floor shall be provided. The vents shall be located so as to provide cross ventilation and shall be separated no less than one-half (1/2) the distance of the longest diagonal of the crawl space.

2. No vents required for crawl spaces if open to the ventilated basement, provided the net total area of ventilation openings is one square foot ventilation for each one hundred fifty (150) square feet of the crawl space area and arranged for cross ventilation.

G. Attic and Other Enclosed Spaces:

1. To eliminate the problem of moisture condensation on roof framing in cold weather and to permit the escape of heat in hot weather, ventilation of all spaces is required.

2. For gable roofs, where screened louvers are provided <u>in the gables ends</u>, the net area of the opening shall be one square foot of vent per one hundred fifty (150) square feet of area of the area of the ceiling below<u>. Gable roofs shall also be provided with soffit vents. In no installation shall the net area of ventilation be less than one square foot of vent per three hundred (300) square feet, distributed equally between the gables, soffits, and the ridge.</u>

3. Hip roofs shall be provided with soffit vents and shall have either roof vents near the peak or shall have a ridge vent if the ridge is long enough to provide the required ventilation. The net area of ventilation shall be one square foot of vent per three hundred (300) square feet, distributed equally between the soffits and the ridge.

4. For flat roofs or cathedral ceilings, blocking and bridging shall be arranged to prevent interference with movement of air. Such roofs may be ventilated along overhanging eaves on the basis of net area of opening equal to one square foot per two hundred (200) square feet of the area of the ceiling below.

5. In all cases where soffit or eave vents are installed, approved deflectors shall be used to ensure that insulation does not cover or reduce the effectiveness of the soffit vents.

H. Furnace Rooms: Heater room, enclosed room, or area where the central heat and water heating devices are located.

1. All fuel fired heating units shall be installed in strict compliance with the manufacturer's specifications or installation requirements. Installation of gas units and the installation of oil burning units shall comply with the International Fuel Gas Code as adopted. Manufacturer installation manuals shall be available on sites at time of inspection.

2. Combustion air in unconfined spaces may be provided by normal infiltration if the volume of the space is no less than fifty (50) cubic feet per thousand (1,000) Btu/h of the total input rating of all appliances.

3. Combustion air in confined spaces may be provided by openings to adjacent areas as long as the adjacent areas meet the requirements of unconfined spaces. At least two (2) openings shall be provided and shall be located within twelve inches (12") of the top and twelve inches (12") of the bottom of the space. Each opening must provide a minimum of one square inch per thousand (1,000) Btu/h of the total input rating of all appliances and shall be no less than one hundred (100) square inches in area.

Exception: Where fuel fired heating units are located in attic spaces, required combustion air shall be provided directly from the outside, not the adjacent attic space.

4. Fuel fired heating units located in attic spaces shall be enclosed in a minimum one (1) hour rated enclosure, sufficiently insulated to prevent the freezing of condensate lines, drains, etc.

I. Artificial Light and Ventilation: In place of the means for natural light and ventilation, alternate arrangements of windows, louvers or other methods and devices may be used if approved by the Building Official (see section 8-107 of this chapter)

J. Safety Glazing: Safety glazing shall be provided for glass located in the following areas:

1. Swinging or sliding ingress and egress doors (including storm doors).

2. Fixed or openable panels located within twenty-four inches (24") of a door and whose bottom panel is located less than sixty inches (60") above the floor.

3. Fixed or openable windows or panels with a surface area larger than nine (9) square feet, with a bottom edge less than eighteen inches (18") above the floor and a top edge greater than thirty-six inches (36") above the floor.

4. All windows in stairways.

5. Doors and enclosures for bathtubs, showers, hot tubs, spas, pools, whirlpools, saunas or steam rooms. This shall include exterior windows within these

compartments where the bottom edge of the window is located less than sixty inches (60") above the drain inlet.

a. Exceptions To Safety Glazing.

Leaded, faceted or decorative glass panels.

Panels in doors or adjacent panels through which a three-inch (3") sphere is unable to pass.

Louvered windows or jalousies no thinner than three sixteenths inch (3/16") and no longer than forty-eight inches (48").

8-201: SPACE REQUIREMENTS:

A. Living Unit: Each unit, except an efficiency apartment, shall provide at least one bedroom, one bathroom, and space for living, dining, cooking, storage, utility and heating as follows:

1. Living, dining, cooking:

	Minimum Area Square Feet
a. Living, dining when in 1 room	220
b. Living, only in 1 room when dining space is provided in kitchen or separate room	190
c. Kitchen, cooking only (including space occupied by equipment)	72

Provide at least 30 square feet of additional area,
usable for dining purposes when dining space is included in the kitchen.

2. Sleeping:

	Minimum Area Square Feet
a. When only 1 bedroom is provided	144
b. When 2 or more bedrooms are provided, the major bedroom shall contain	120
c. All other bedrooms	100

3. Bathroom:

a. Size: Adequate for water closet, lavatory and tub or shower. The water closet may be in a separate compartment adjoining the bathroom.

4. Utility Rooms:

a. Utility room without water heater and furnace. Each such utility room must be of sufficient size so that a clear, unobstructed space of not less than three feet (3') can be maintained in front of both the washer and the dryer. No water softener, laundry tub or other fixture shall be installed so as to obstruct the required clear space.

b. Utility room with water heater and furnace. Each such utility room must be of sufficient size to meet the requirements set out in subsection A.4.a. of this section and in addition, each such utility room must be of sufficient size so that a clear, unobstructed space of not less than three feet (3') can be maintained in front of the water heater and a separate clear, unobstructed space of not less than three feet (3') can be maintained in front of the furnace. The water heater and furnace must each be not less than three feet (3') from the front of any appliance located in the utility room. No water softener, laundry tub or other fixture shall be installed so as to obstruct the required clear space. The requirements in subsection D., "Space For Heating Units", of this section must also be satisfied.

5. Hallways: Minimum width three feet (3').

B. Additional Habitable Rooms: See subsection 8-200 B. of this article.

1. Minimum floor area one hundred (100) square feet.

C. Bedroom Closets:

1. Provide each bedroom with at least one closet or wardrobe having a minimum:

a. Depth: One foot ten inches (1'10").

b. Floor Area: Five (5) square feet.

c. Height: Six feet (6').

D. Space For Heating Units:

1. Provide a separate, uninhabited space within the building for the heating unit or system.

2. Provide three feet (3') working space in front of unit for maintenance and repair.

3. All equipment must be installed in strict compliance with manufacturer's installation requirements and applicable standards.

8-202: HABITABLE BASEMENT ROOMS:

Comply with requirements for habitable rooms with respect to privacy, light, ventilation and floor area.

8-203: PORCHES, DECKS, TERRACES, AND LANDINGS:

Minimum dimensions shall be at least eighteen inches (18") larger than the arc described by the door or doors which open onto a porch, deck, terrace or landing. In the case of exterior doors, it shall be assumed that a storm door or screened door will be installed. Where interior doors open over landings, the landing shall be a minimum width and depth to the door it serves.

8-204: PRIVACY AND ACCESS:

A. Access:

1. Egress:

a. Exits Required: Not less than two (2) exits opening directly to the outside at grade level shall be provided from each dwelling unit. Exiting through a garage and/or below-grade man doors shall not be included in the exit door calculation.

b. Emergency egress openings: Every sleeping room shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside to a full clear opening without the use of separate tools. Where windows are provided as a means of egress or rescue they shall have a sill height of not more than forty-four inches (44") above the floor.

All egress or rescue windows from sleeping rooms must have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height dimensions shall be twenty-four inches (24"). The minimum net clear opening width dimension shall be twenty inches (20").

Exception: Grade floor window may have a minimum net clear opening of five (5) square feet.

(1) Attics: Provide access to attics having a clear height of over thirty inches (30") by means of scuttles, minimum twenty inches (20”) by thirty inches (30”) disappearing or built-in stairways. (Attic access in attached garage ceilings must maintain the required 1-hour fire resistive rating.) Scuttles permitted in walk-in closets ceilings, provided scuttle is free from obstructions.

(2) Basement less Spaces: Provide access from inside or outside, opening size not less than twenty inches (20") by thirty inches (30").

(3) Basements: Provide direct access to outside at grade by a door, or an escape window having an openable area at least two feet (2') wide and thirty inches (30") high, sill not more than forty-four inches (44") above floor. Escape windows to be provided with exterior metal window well with a thirty-six-inch (36”) projection from foundation and at least as wide as escape window. Provide egress ladder in window well required for all basement bedroom egress windows or were deemed necessary by the Building Official. (Escape windows may be provided with approved security protection.)

B. Privacy:

1. Bedroom Privacy.

a. At least two (2) bedrooms to have access to a bathroom without passing through another habitable room.

b. Each bedroom to have access to bathroom without passing through another bedroom.

c. Each habitable room to have access to each other habitable room without passing through a bedroom unless approved by the Building Official.

2. Non-acceptable Bathroom Arrangements.

a. Bathroom opening directly into a kitchen.

b. Bathroom providing sole access to any other room.

c. Bathroom in the basement as the only one serving a living unit.

8-205: CEILING HEIGHTS:

A. Minimum Ceiling Heights: (Measured from top of finished floor to underside of finished ceiling.)

1. Basement: Seven feet zero inches (7'0") clear under joists.

2. Habitable Basement Rooms: Seven feet zero inches (7'0") clear under joists.

3. Main Floor Of Any Living Unit: Seven feet six inches (7'6") clear under joists for at least seventy five percent (75%) of the floor area.

4. Areas Other Than Main Floor Of Any Living Unit: Seven feet six inches (7'6") clear; under sloping roofs, seven feet six inches (7'6") for not less than fifty percent (50%) of floor area having five feet (5') or more headroom.

8-206: DOORS:

A. Exterior Doors:

1. Minimum Sizes:

a. Main Entrance Doors: Three feet zero inches (3'0") wide openable area.

b. Service Entrance Doors: Two feet eight inches (2'8") wide; includes other exterior doors other than main entrance.

c. Height: Six feet eight inches (6'8").

B. Interior Doors:

1. Provide a door for each opening to a bedroom, bathroom and toilet compartment.

2. Minimum Sizes:

a. All Habitable Rooms: Two feet six inches (2’6”) wide by six feet eight inches (6’8”) high.

b. Bathrooms: Two feet four inches (2’4”) wide by six feet eight inches (6'8") high.

c. Powder rooms: Two feet zero inches (2’0”) wide by six feet eight inches (6’8”) high.

8-207: STAIRWAYS:

A. Design and Location: Provide for safety of ascent and descent; install proper artificial light in addition to any natural light; and provide an easy run by proper proportioning of tread width to riser height.

1. Headroom: Continuous clear headroom measured vertically from front edge of tread to a line parallel with stair run, minimum six feet eight inches (6'8").

2. Width:

a. Main Stairs: Minimum two feet nine inches (2'9") clear of handrail.

b. Other Stairs: Minimum, ~~two feet six inches (2'6")~~ two feet eight inches (2’8”) clear of handrail.

3. Treads: Minimum width, ~~nine inches (9")~~ ten inches (10”), clear or tread above.

4. Rise: ~~eight inches (8")~~ seven and three quarters inches (73/4”) maximum. All riser heights to be same in any one story.

5. Winders: Tread width eighteen inches (18") from converging end shall at least equal tread width on straight stair run unless width of tread at converging end is six inches (6") or more.

6. Spiral Stairways: Spiral stairways are permitted, provided the minimum width shall be twenty-six inches (26") with each tread having a seven and one-half inch (7 ½”) minimum tread depth at twelve inches (12") from the narrower edge. All treads shall be identical, and the rise shall be no more than nine and one-half inches (9 ½”). A minimum headroom of six feet (6') six inches (6") shall be provided.

Exception: Spiral stairways shall not be permitted for use as the main stairs or sole stairway to a basement.

7. Handrail: Install continuous handrail with return to wall on at least one side of each run on all stairways extending at grasp level on lower floor or landing to grasp level on upper floor or landing without interruption by any means necessitating a change in handhold while traversing said stairway run. The grasp level shall not be less than thirty inches (30") or more than thirty-six inches (36") tread and shall remain a constant height paralleling the stair run and any side directional change shall not be greater than thirty (30) degrees from the direction of the stair run viewed vertically. Maximum width and depth of handrails shall be two and one-half inches (2 ½”) unless shaped to provide a secure handhold, provide clearance of not less than one and one-half inches (1 ½”) between handrail and the wall, partition, or guardrail to which they are attached.

8. Guardrail: Provide around all stairways of more than two (2) risers. Porches, balconies or raised floor surfaces located more than twenty-four inches (24") above the floor or grade below shall have guardrails not less than thirty-six inches (36") in height. Handrails and guardrails on open side of stairways, porches, decks and balconies shall have intermediate rails or ornamental closures which will not allow passage of an object four inches (4") or more in diameter.

9. Stair Stringers:

a. Provide solid bearing at top and bottom and cripple in mid-span of stairs more than five (5) risers.

b. Effective depth of wooden stringers, minimum three and one-half inches (3 ½”).

c. Open Basement Stairs: Minimum stringer thickness, two inches (2").

d. Third Stringer: Install if treads are less than one and one eighth inches (1 1/8") thick and stair is more than two feet (2') six inches (6") wide.

10. Provide exterior stairs when the sill of any first floor exterior door is more than twelve inches (12") above finished grade. Wood construction shall be pressure treated or rot resistant species and supported by concrete piers, wing walls or foundation a minimum of forty two inches (42") below grade.

11. Under stair protection: Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected in the enclosed side with ½ inch (1/2”) gypsum board.

8-208: FIRE WALLS BETWEEN ATTACHED DWELLING UNITS:

Each duplex or townhouse dwelling unit shall be separated from adjoining dwelling units by a two (2) hour solid masonry fire wall or constructed by means of a listed design as approved by the Building Official. Said wall shall contain no openings or penetrations and shall be sufficiently structurally independent so that a failure of structural members on either side will not allow collapse of the fire wall.

On duplex or townhouse buildings with roofs of combustible construction, parapets are required on fire walls, shall be similar construction to the fire wall and shall extend eighteen inches (18") above the highest point of any roof within ten feet (10') of the fire wall.

> Exception: The fire wall may terminate even with the roof sheathing if approved fire-treated roof sheathing is used on each side of the fire wall for a distance of not less than four feet (4').

8-209: MINIMUM WIDTH:

The width of any duplex or town house dwelling measured between the interior finished surfaces of party walls or end walls shall be not less than twenty feet (20').

8-210: RADON CONTROL:

A radon control system capable of lowering the emission of radon gas in a dwelling shall be required for all new one and two-family dwellings. Design and installation methods shall be acceptable to the Building Official.

8-211: AUTOMATIC FIRE AND CARBON MONOXIDE DETECTION:

A. Smoke Detectors Required: Smoke detectors shall be installed in each bedroom, outside of each separate sleeping area in the immediate vicinity of the bedrooms, in all furnace rooms and on each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split-levels, a smoke detector need be installed only on the upper level, provided the lower level is less than one full story below the upper level, except that if there is a door between levels, then a detector is required on each level. All detectors shall be connected to a sounding device or other detectors to provide, when actuated, an alarm which will be audible in all sleeping areas. All detectors shall be approved and listed and shall be installed in accordance with the manufacturer's instructions. When additions, repairs or substantial alterations requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the entire building shall be provided with smoke detectors located as required for new dwellings.

B. Carbon Monoxide Detectors Required: A carbon monoxide detector shall be installed within fifteen feet (15') of every room used for sleeping purposes.

C. Power Source: Power source for required detectors to be 110 volt with battery back-up.

D. Residential Fire Sprinkler Systems: Applicant must supply a letter from the local fire department/fire district, prior to the issuance of any new residential home or addition permit, indicating compliance with their fire codes or ordinances.

8-212: HEATING REQUIREMENTS:

A. Provide heating unit capable of heating dwelling from minus ten (-10) degrees to seventy-two (72) degrees Fahrenheit at fifteen (15) miles per hour outside wind with heat loss calculated in accord with American Society of Heating and Ventilating Engineers Standards.

B. Heating unit shall be constructed and installed in strict accordance with the applicable current published standard requirements and recommendations of the National Fire Protection Association, National Board of Fire Underwriters, American Standards Association, and the American Society of Mechanical Engineers. Labeling and listing by the following shall be accepted as conforming with equipment design standards: Underwriters Labs, Inc., American Gas Association, or American Society of Mechanical Engineers.

C. Meet all requirements of the Illinois Energy Efficient Building Code.

8-213: RESERVED

8-214: ELECTRIC VEHICLE CHARGING SYSTEMS:

A. Compliance with Public Act 103-0053 effective January 1, 2024, requires access to home charging and Electric Vehicle (EV) capable readiness for one and two- family dwellings, and multi-unit residential buildings. This also includes small multifamily (2 to 4 units), condominium units, and renters.

B. All new one and two-family dwellings and dwellings where fifty percent (50%) or more are modified and constructed as new construction, multi-unit residential buildings, small multifamily, and condominiums must have an EV-capable parking space

C. EV-capable: means parking spaces that have the electrical panel capacity and conduit installed during construction to support future implementation of electric vehicle charging with 208-volt or 240-volt or greater, 40 ampere or greater circuits. Each EV-capable space shall feature a continuous raceway installed between an enclosure or outlet located within three feet (3') of the EV-capable space and a suitable panelboard or other onsite electrical distribution equipment. The electrical distribution equipment to which the raceway connects shall have sufficient dedicated space and spare electrical capacity for a 2-pole circuit breaker or set of fuses. Reserved capacity shall be no less than 40A 208/240V for each EV-capable space. The distribution equipment directory shall be marked "For future electric vehicle supply equipment".

D. If the EV-charging station is installed at the time of the new construction it shall include all electric vehicle supply equipment or "EVSE" including an ungrounded, grounded, and equipment grounding conductor, and electric connectors, attachment plugs, and all other fittings, devices, power outlets, and apparatuses installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle**.**

ARTICLE III. MINIMUM CONSTRUCTION REQUIREMENTS

RULES AND REGULATIONS FOR THE CONSTRUCTION, ALTERATION, REPAIR AND CONVERSION OF BUILDINGS FOR SINGLE-FAMILY RESIDENTIAL PURPOSES INCLUDING DUPLEX AND TOWNHOMES

8-300: GENERAL:

A. Construction Materials And Methods: These requirements specify minimum acceptable construction materials and methods. Other materials and methods not specified herein may be approved for use by the Building Official upon the submission of ~~evidence satisfactory to him~~ satisfactory evidence that their performance in use will be at least equivalent to that of the materials and methods specified herein. It may be required that such evidence include adequate reports and test data from a recognized testing laboratory, or proven and authoritative service records, or analysis of performance made in accordance with well-established principles of mechanics. When special conditions exist or arise during construction, which necessitate additional precautions, the Building Official may require work more than these requirements. The Building Official may require tests in accordance with acceptable standards at expense of owner.

B. Loads:

1. All parts of dwellings and accessory buildings and structures shall be designed, constructed and maintained to support safely their own weight and all other loads and forces to which they may be subjected. When special conditions exist or arise during the construction, which necessitate additional precautions, the Building Official may require work in excess of these requirements.

2. Assumed minimum live loads (uniformly distributed) for design purposes.

a. Floor Joists: Design deflection - L/360. Design to support at least a forty (40) pound live load and a ten (10) pound dead load.

b. Ceiling Or Attic Floor Joists: Design deflection - L/240. When the roof pitch is steeper than three (3) in twelve (12), and the clear height ~~is~~ in the attic is greater than thirty inches (30"); the ceiling joists must be designed to support at least a twenty (20) pound live load and a ten (10) pound dead load.

c. Roof Rafters: Design deflection - L/180, cathedral ceilings – L240. Design to support at least a thirty (30) pound live load and a seven (7) pound dead load when

not supporting a ceiling load. When supporting a ceiling load (cathedral), design for at least a thirty (30) pound live load and a fifteen (15) pound dead load. Roofs that are subject to snow drift loads shall require more stringent design values.

3. Wind Loads:

a. Basic wind speed design: ninety (90) miles per hour (mph).

b. On vertical faces: twenty (20) pounds per square foot horizontally, any direction.

c. Roof or parts with slopes greater than thirty (30) degrees: twenty (20) pounds per square foot design wind load.

d. Lifting Force: ~~Twenty (20) pounds per square foot. To prevent sliding or overturning, anchor roofs to walls and columns, and walls and columns to foundations.~~ Individual rafters and structural members shall be attached to supporting wall assemblies by connections capable of resisting uplift forces as determined by accepted engineering practice.

4. Ground Snow Load: Thirty (30) pounds per square foot.

C. Reserved:

D. Thermal Insulation and Vapor Barriers:

1. Minimum Insulation Requirements:

a. Reference the current Illinois Energy Efficient Building Code for insulation requirements as adopted in Article V of this ordinance.

b. General: Flexible insulation (blanket and batt), loose fill insulation, reflective insulation, rigid insulation (structural and nonstructural), foamed or sprayed insulation, or other types of approved insulating material, including vapor barriers and breather papers or other coverings which are a part of the insulation, incorporated in construction elements shall be installed and used in a manner that will not increase the fire hazard characteristics of the building of any part thereof. Insulation and component parts of ceiling, roof, wall, and floor assemblies shall be installed in accordance with manufacturer's recommendation.

c. Unheated Crawl Spaces: Provide vapor barrier ground cover with a perm value of less than 1.0 extend up exterior perimeter foundation walls a minimum of four inches (4") and lap twelve inches (12"). Insulated all heating supply and return ducts and fittings, domestic hot and cold-water piping with materials having a minimum R-value of eight (8).

d. Heated Crawl Spaces: Provide vapor barrier ground cover with a perm value of less value of less than 1.0, extend up exterior perimeter foundation walls a minimum of four inches (4") and lap twelve inches (12").

2. Vapor Barriers:

a. Perm Value Water Vapor Transmission: Perm value is a measure of the ability of a material to retard the flow of vapor transmission to less than 1.0 perm.

b. Materials: Install independent vapor barrier or one integral with insulating materials. All vapor barriers installed shall be a perm value of less than 1.0 perm.

Effective vapor barrier materials are:

(1) Six (6) mil thick polyethylene.

(2) Foil back gypsum lath or gypsum board.

~~(3) Asphalt laminated paper.~~

~~(4) Aluminum foil.~~

~~(5)~~ (3) Paint coatings, approved for the purpose, may be substituted for membrane types of vapor barrier, where other types of vapor barriers were not installed during construction when permitted by the Building Official.

c. Where Required: All ceilings, roofs, walls, basement floors, attached garage floors, crawl spaces, semi-crawl spaces and floors that separate heated spaces from unheated spaces. All vapor barriers shall be installed on the warm side in winter of insulating materials. The vapor barrier shall be fitted tightly around electrical outlet boxes, registers, or framed openings, repair rips or tears in the vapor barrier.

8-301: EXCAVATION:

A. Foundations, Trench Walls, and Piers:

1. Extend to solid ground. Do not place on filled ground unless approval is granted by building official based upon accepted engineering practices.

2. Excavated material shall not be placed in seepage field area.

3. Excavated material shall not obstruct the flow of natural drainage.

4. Subsurface drains encountered shall be joined to affect uninterrupted flow.

5. Bottom of footings: Not less than three feet six inches (3'6") below finished grade, except where placed on solid rock with the approval of the Building Official.

6. Remove all debris, sod, tree stumps and other organic matter within area occupied by dwelling.

7. Extend bottom of footing to undisturbed, inorganic earth or place footings on a controlled, engineered fill. If deemed necessary by the Building Official, an independent testing laboratory shall provide the specifications and testing

8. Protect against freezing. No concrete shall be placed on frozen ground.

B. Crawl Spaces: All crawl space areas shall have a minimum clearance of at least twenty-four inches (24") below bottom of floor joists and inside grade. The grade inside shall be leveled and covered with a vapor barrier and four-inch (4") layer of crushed stone or gravel. Semi-crawl spaces may be permitted when approved by the Building Official.

8-302: GRADING AND BACKFILL:

A. Backfill:

1. Excavated materials are not permitted for backfill within the building foundation walls, except as approved by the Building Official.

2. Foundations and structures must be protected from damage during backfill.

3. ~~Do not use debris for backfilling. (See section 8-304 D.4. of this article.)~~ Use of construction or organic debris is prohibited for backfilling material.

4. No frozen material to be used as backfill.

B. Damp-proofing And Waterproofing:

1. Damp-proof basement and crawl space walls on exterior from finish grade to outside edge of footing before placing footing tile and gravel.

a. Concrete Walls Cast in Place: Apply at least one heavy coat of undiluted hot tar, asphalt, or method acceptable to the Building Official.

b. Waterproofing compound mixed in concrete acceptable when approved by Building Official.

c. Or other methods as approved by the Building Official.

C. Grading: Grading or drainage or both shall be performed so that water will drain away from the building on all sides and off the lot in a manner which will provide reasonable freedom from erosion and pocketed surface water. Construction such as walks, driveways and retaining walls shall be installed so that they will not interfere with drainage. All sidewalks, driveways, patios, and other flat work shall have the top of the finished surface four inches (4") minimum below the top of the foundation wall and be pitched one-quarter inch (1/4") per foot away from the building.

D. Trees: Where applicable, street trees shall be installed in accordance with the DuPage County Subdivision Regulations. (See chapter 31.)

8-303: MASONRY MATERIALS:

Masonry materials described below apply to all masonry and concrete work.

A. Cement:

1. Portland cement.

2. Prepared masonry cement for mortar.

3. Pozzolanic materials, such as fly ash, will not be substituted for any portion of cement without the knowledge and consent of the Building Official. When used as a replacement for cement, manufacturer's recommendations will be followed and subjected to testing by an approved laboratory.

4. Portland cement, air entraining.

5. Portland blast furnace slag cement.

B. Aggregate:

1. Sand: Clean, hard and sharp, free from harmful materials, graded according to intended use.

2. Coarse Aggregate:

a. Crushed stone or gravel: Hard, strong crystalline rock, properly graded, clean and free from shale or other soft material.

b. Lightweight aggregate.

C. Water: Clean and free from harmful material.

D. Lime:

1. Hydrated lime.

2. Quick lime, slake thoroughly.

E. Brick:

1. Face brick: Hard burned, quality at least equal to grade B.

2. Common brick:

a. Selected hard burned common brick may be used for facing or exterior and interior walls.

b. Salmon or soft brick may be used in interior walls when not exposed and for backup work.

3. Fire brick: See appendix A of this article.

4. Concrete brick: See appendix A of this article.

F. Structural Hollow Clay Tile:

1. Sound, kiln burned units, free from defects.

2. Load bearing tile.

3. non-load bearing tile.

G. Concrete Masonry Unit: Sound and thoroughly cured.

H. Stone:

1. Rubble and cut stone: good quality building stone.

2. Cast stone.

I. Flue Lining: Glazed fire clay and vitrified tile, free from cracks and other defects.

J. Glass Block: See appendix A of this article.

8-304: CONCRETE WORK:

A. General: Concrete shall reach a minimum compressive strength of three thousand (3,000) PSI within twenty-eight (28) days.

1. Materials: See section 8-303 of this article.

2. Maximum slump: six inches (6").

3. Calcium chloride may be used as an accelerator and shall be introduced in solution as part of the mixing water. Calcium chloride shall not exceed one percent (1%) mixed at the plant per ASTM D98-87.

4. All concrete shall be air entrained, six percent (6%) plus or minus one percent (1%). Air entraining admixtures shall conform to ASTM C260-86.

B. Quality of Concrete:

1. Job Mix: minimum cement proportions, by volume. One part Portland cement, two and one-half (2 1/2) parts sand, three (3) parts coarse aggregate (3/4" to 1" maximum size).

2. Commercial Ready Mix:

a. Minimum Portland cement content: Five (5) bags/cubic yard.

b. Mixing period shall not exceed beyond one and one-half (1 1/2) hours per batch.

3. Exposed Concrete (Driveways, Sidewalks, Curbs and Gutters, Patios, Stoops, Etc.):

a. Minimum Portland Cement Content: Six (6) bags/cubic yard for three-quarter inch (3/4") to one inch (1") maximum size aggregate.

b. Maximum Slump: Four inches (4").

c. Maximum Water Content: Including moisture in the aggregate: six (6) gallons per bag of cement.

C. Forms:

1. Double forms required for all basement concrete foundation walls.

2. Side forms required for footings. ~~where soil conditions prevent sharp cut trenches.~~

3. Build tight, straight, plumb, and brace rigidly.

4. Forms to be oiled prior to placement.

5. Stepped foundations - forms shall not cantilever more than six inches (6") beyond the excavation below to allow for proper bearing.

6. Wood footing forms, form ties and braces shall be removed prior to backfill.

D. Placing:

1. Place continuously unless otherwise allowed by the Building Official.

2. When not placed continuously, provide a bulkhead with keyway and dowels. Clean, score, and wet the top surface of the concrete before continuing.

3. Spade, rod or vibrate thoroughly. Concrete shall not be pulled with a vibrator.

4. Concrete shall not be placed on standing water, frozen ground or snow. Bottom of footing shall be cleaned of all soft soils and organic materials.

5. Where ambient outside air temperature is twenty (20) degrees and rising as determined by the Building Official, placed concrete shall be protected from freezing until cured by methods acceptable to the building official. Where ambient outside air temperature is between zero (0) degrees and twenty (20) degrees placed concrete shall be adequately protected with an external heat source until cured. No concrete shall be placed where the ambient outside air temperature is zero (0) or below.

E. Curing and Protection: Concrete shall be protected from drying or freezing and shall be cured in accordance with ASTM C309-89.

F. Loading: Allow sufficient time for strength of concrete to develop before subjecting to loads or traffic.

G. Reserved:

H. Footings:

1. General:

a. Design for proper distribution of superimposed loads.

b. Material: Cast in place concrete.

c. Bear on solid, unfilled ground.

d. Reinforce with steel bars where footings cross or bear on filled trenches or other unstable soil.

e. Footing dimensions listed below are based upon soils or average bearing capacity three thousand (3,000) pounds per square foot. For soils of lesser bearing capacity where unusual loading conditions exist, larger footings will be required. A soil investigation report is to be submitted along with plans stamped by Illinois Registered Architect or a Structural Engineer.

2. Wall Footings: Minimum dimensions for spread footings shall be eight inches (8") deep by sixteen inches (16") wide, except that masonry veneer on frame and solid masonry walls shall be ten inches (10") deep by eighteen inches (18") wide.

a. Omission of footings for one or two story buildings of frame or frame with brick veneer or one story solid masonry containing no basement or crawl space is permitted where soils permit.

b. Footing must be keyed a minimum of two inches (2") into undisturbed soil, or shall be interlocked to the soil by other approved methods.

c. Provide two-inch (2”) by two inch (2") keyway in the top of the footing underneath the centerline of the wall.

3. Pier, Post and Column Footings (Interior):

a. Minimum area: 6.25 square feet (30" x 30"), thickness: twelve inches (12") minimum.

4. Chimney Footings:

a. Dwellings; minimum thickness, twelve inches (12"); minimum projection each side, six inches (6”).

b. Pour integral with wall footing when chimney occurs in outside wall or inside bearing wall.

c. Material: Concrete cast in place.

I. Footing Drain Tile:

1. Required on the outside of all footings, minimum diameter, four inches (4"), where there is a basement or crawl space.

2. Cover tile with twelve inches (12") gravel or crushed stone containing no fine particles.

3. Connect to an approved outlet.

4. Provide drains in all window wells and below grade stair landings. Connect drains to drain tile with T-joints.

J. Concrete Foundation Walls Cast In Place: (For masonry unit foundation walls. See subsection 8-305 B. of this article.)

1. General:

a. Materials: See section 8-303 of this article.

b. Walls Supporting Frame Construction: Extend concrete not less than six inches (6") above adjoining outside finished grade.

c. Walls Supporting Masonry Veneered Wood Frame: Extend foundation of that wood portion of wall is not less than six inches (6") above outside finished grade.

2. Minimum Thickness:

a. Not less than eight inches (8"), or that of wall supported, whichever is greater for wood frame structures without masonry veneer.

b. Supporting porch slabs, steps and one-story accessory wood frame structures without basement; minimum eight inches (8").

c. Interior walls not subject to lateral pressure six inches (6") minimum.

d. All other walls, ten inches (10") minimum.

3. Girder Pockets: Provide four inches (4") end bearing on main wall for girder. Form pocket for wood girder one inch (1") wider than girder.

4. Sill anchor bolts to be installed.

a. Diameter, one-half inch (1/2") minimum.

b. Minimum length, ten inches (10") (minimum of 7 inches embedded in concrete).

c. Provide washer under nuts on bolts.

d. Spacing, not more than eight feet (8') on center; minimum two (2) bolts in each piece.

5. Anchorage For Intersecting Walls And Slabs: Provide dowel bar anchorage for porch and terrace slabs, concrete or masonry steps and wing walls, which adjoin foundation walls. For basementless portions and attached garages, embed four (4) 1/2-inch round hooked bars four feet (4') long in main wall, two (2) near top and two (2) near bottom of attached wall. Where new foundation walls adjoin existing foundation walls, they shall be attached with a minimum of four (4) 1/2-inch round dowel bars at each point of attachment.

6. Chimney Foundations: Start at level of lowest foundation wall footings.

7. If special or unforeseen soil conditions warrant, the Building Official may require either reinforcement of wall or increased thickness.

8. Damp proofing and waterproofing.

K. Concrete Floor Slabs on Ground:

1. Construction:

a. Fill Under Slabs: Gravel, sand, screenings, or crushed rock, minimum thickness four inches (4"). Earth under-fill thoroughly leveled and free from ~~vegetable~~ organic matter thoroughly tamped. No floor slab to be placed in water or on a soft, wet sub-grade.

Basements must be pumped dry at least twenty-four (24) hours before floor is poured.

b. Wire Mesh Reinforcing: Six inch (6”) by six inch (6") #10 required in all slabs used for driveways, patios, garage floors, and sheds. Overlap joints and tie every four feet (4').

c. Bottom of Slab: Not lower than top of footing. Provide at least four inch (4") bearing on footing.

2. Cement Floor Finish:

a. Finish basement slab with steel trowel.

b. Integral finish on concrete slab.

3. Slabs on ground used as base for floors or as a finish floor in habitable rooms:

a. Minimum thickness, four inches (4").

b. Provide vapor barrier directly under slab, at least six (6) mil thick polyethylene.

4. Basement Floor Slabs: Minimum thickness, four inches (4"). Provide vapor barrier directly under slab, at least six (6) mil thick polyethylene. All seams must be taped, overlapping the footing and vapor barrier secured to foundation walls.

5. Required Garage Floor, Sidewalks and Driveway Slabs: Minimum thickness, four inches (4").

6. Stoops, Terraces and Porch Floor Slabs:

a. Minimum thickness, four inches (4").

b. Install flashing between slabs and all wood construction. (See subsection 8-311 F. of this article.)

c. Wing wall support with #4 rebar required for concrete stoops.

7. Slabs on ground used to support interior bearing walls or partitions: Thicken to at least ten inches (10") for a width of twenty inches (20").

8. Pea gravel shall not be used for fill under unconfined slabs such as sidewalks, stoops, etc.

L. Pre-engineered Foundation Systems:

1. Pre-engineered foundation systems shall be permitted where acceptable to the Building Official. Required detailed plans and design specifications shall bear the seal and signature of a registered Illinois Architect or Structural Engineer.

8-305: MASONRY WORK:

A. General:

1. Construction Methods and Materials: See section 8-303 of this article.

2. Mortar:

a. All mortar must conform to the requirements of ASTM C270-89.

b. All grout must conform to the requirements of ASTM C476-83.

c. Re-tempering mortar: Mortar that has stiffened on the mortar board due to evaporation should be re-tempered to restore its workability by thorough remixing and by the addition of water as required. All mortar shall be used within two (2) hours after initial mixing.

3. Joints:

a. Maximum thickness five eighths inch (5/8"). Joints for decorative stonework may be increased by one-quarter inch (1/4").

b. Solid masonry units: Fill joints solid.

c. Hollow masonry units: No through mortar joints.

d. Fill all joints solid both sides of wall.

4. Bonding:

a. Walls of solid masonry units. Solid masonry bearing and nonbearing walls shall be bonded in accordance with one of the following methods:

(1) Bonding With Headers: The facing and backing shall be bonded with a header course consisting of alternate through header and stretcher every seventh course, or one through header in every two hundred forty (240) square inches, uniformly placed throughout wall.

(2) Bonding With Metal Ties: The facing and backing shall be bonded with corrosion resistant metal ties conforming to requirements of subsection F4 of this section for cavity walls. There shall be one metal tie for not more than each four and one-half (4 1/2) square feet of wall area. Ties in alternate courses shall be staggered. The maximum vertical distance between ties shall not exceed sixteen inches (16"), and the horizontal distance shall not exceed thirty-two inches (32"). Walls so bonded shall conform to the thickness (excluding cavity), height, and mortar requirements for cavity walls.

b. Masonry Walls of Hollow Units: Where two (2) or more hollow units area used to make up the thickness of a wall, bonding shall be in accordance with the recommendations of ACI 530-88/ASCE 5-88.

c. Stone Walls:

(1) Ashlar Masonry: Ashlar masonry, bond stones uniformly distributed shall be provided to the extent of not less than ten percent (10%) of exposed faces.

(2) Rubble Stone Masonry: Rubble stone masonry twenty-four inches (24") or less in thickness shall have bond stones with a maximum spacing of three feet (3') vertically and three feet (3') horizontally, and if the masonry is of greater thickness than twenty-four inches (24"), shall have one bond stone for each six (6) square feet of wall surface on both sides.

d. Intersecting concrete and masonry walls shall be anchored and bonded together in an approved manner.

5. Closed Cell Hollow Units: Use for rough openings, corners, and wall intersections. Filling exposed ends of cells shall not be an acceptable means of finishing.

6. Protection: Provide frost protection acceptable to the Building Official when temperature falls below freezing, except that no masonry work shall be done in temperatures below twenty (20) degrees Fahrenheit. (Protection as outlined by ACI 530.1-88/ASCE 6-88 for hot or cold weather shall be considered acceptable practice.)

7. Loading: Allow sufficient time for strength of mortar to develop before subjecting to loads.

8. Wetting Clay Masonry Units: All clay brick having absorption rates (determined in accordance with ATM specifications C67-73) in excess of 0.025 ounce per square inch per minimum shall be wetted sufficiently so that the rate of absorption does not exceed this amount.

B. Piers:

1. Exterior Walls: Piers supporting exterior walls acceptable only for detached accessory buildings, carports, open or screened (no glazing) porches and decks with or without roof and other non-habitable spaces.

2. Materials: Masonry units or cast in place concrete. (See section 8-303 of this article.)

3. Minimum Sizes In Inches:

a. Masonry: Twelve inches (12”) by twelve inches (12").

b. Plain concrete: ~~Eight inches (8”) by eight inches (8”) or eight inches (8”) round.~~ Twelve inches (12”) by twelve inches (12") or twelve inches (12") round.

4. Maximum Spacing:

a. Exterior walls piers supporting floor joists: ~~Eight feet (8') on center.~~ Maximum spacing based on dimensions of beam or girder material span capacity.

b. Exterior wall piers in line parallel to joists and interior piers: ~~Twelve feet (12')~~ on center. Maximum spacing based on dimensions of beam or girder material span capacity.

5. Height: Minimum height above grade, six inches (6").

6. Hollow Masonry Units: When of hollow masonry units, cap with at least four inches (4") solid masonry or concrete.

7. Support: Anchor bolts or dowels, approved brackets or equivalent to be installed for post support.

8. Exceptions: Piers may be omitted from detached, freestanding, unroofed decks when approved by Building Official.

9. Support Posts: Support posts shall not be embedded in concrete.

C. Exterior Masonry Walls Above Grade: (See section 8-303)

1. Materials: Masonry or cast in place concrete.

2. Minimum thickness, eight inches (8"), except that walls in one story dwelling and one-story private garages may be six inches (6") thick when not over nine feet (9') in height, except that the height to the peak of a gable may be fifteen feet (15').

3. Maximum height for eight inches (8") thickness: twenty-two feet (22') from grade to eaves; or thirty feet (30') from grade to ridge in gable ends. For greater heights, minimum thickness twelve inches (12") except top twenty-two feet (22').

4. Backing, when used, solid or hollow masonry units, minimum thickness.

a. Bonded to facing, four inches (4").

b. Tied to facing with sheet metal ties, eight inches (8").

5. Furring when interior finish is applied, one inch (1") nominal wood strips. Spacing as permitted for interior finish. (See section 8-313.) Bituminous waterproofing materials on masonry not acceptable for plaster base. Install horizontal furring strips at ceiling and floor to form fire stops and prevent convection.

6. Lintels: Size to be determined by span in each case. No concentrated loads over non-reinforced lintels.

a. Lintels may be:

(1) Pre-cast concrete and brick reinforced.

(2) Stone.

(3) Masonry arch.

(4) Steel.

b. Support on minimum four inches (4') of solid masonry.

7. Rafter plate anchor bolts to be installed.

a. Diameter, one-half inch (1/2") minimum. Length, fifteen inches (15") embedded at least twelve inches (12") in wall.

b. Provide washer under nuts on bolts.

c. Spacing, not more than eight feet (8') on center.

8. Radiator recesses.

a. Construct at time wall is built.

b. Maximum recess depth, four inches (4") in eight-inch (8") walls, eight inches (8") in twelve-inch (12") walls.

c. Back and side of recess to be waterproofed and insulated.

d. Width under windows not greater than rough opening.

9. Vertical Chases:

a. Construct at time wall is built.

b. Maximum length for chases where net wall thickness is eight inches (8") or less, four feet (4').

c. Maximum chase depth, four inches (4").

d. Back and side of chase to be plastered with one-half inch (1/2") of Portland cement mortar.

10. Horizontal Chases:

a. Not acceptable unless wall thickness is at least four inches (4") greater than thickness required under subsection E.2. of this section.

b. Maximum depth, four inches (4").

D. Masonry Veneer:

1. Minimum Thickness of Material:

a. Architectural terra cotta (cellular)	3 inches
b. Architectural terra cotta (flat slabs)	1 1/4 inch
c. Brick	2 inches
d. Stone (natural)	2 inches
e. Stone (cast artificial)	1 1/2 inches

f. Clay tile (structural)	1 3/4 inches
g. Clay tile (flat slabs)	1/4 - 1 inch
h. Marble slabs	1 inch
i. Pre-cast stone facing	5/8 inch
j. Structural glass	11/32 inch

2. Masonry veneered wood frame construction. Veneer applied over sheathing with air space between.

a. Air Space: One inch (1") minimum between masonry veneer and sheathing.

b. Base Flashing: Copper or approved equal extending over top of foundation wall from outside face of wall and not less than twelve inches (12") up on sheathing. Felt paper not acceptable as base flashing.

c. Sheathing Cover: Apply water resistant building paper or saturated asphalt felt over sheathing. Lap base flashing at least four inches (4").

d. Bonding: Corrosion resistant metal ties spaced not more than sixteen inches (16") on center vertically and thirty-two inches (32") on center horizontally: When other than wood board sheathing is used, secure ties through to studs with corrosion resisting nails of length sufficient to penetrate wood at least one inch (1").

e. Lintels: Size to be determined by materials and span in each case. Bearing, at least four inches (4"). Arches permitted.

f. Weep Holes: See subsection F.6. of this section.

E. Cavity Walls:

1. Thickness: The minimum thickness of the inner and outer wythes of cavity walls shall not be less than a nominal four inches (4"), and the nominal out to out dimension of the wall shall not be less than ten inches (10").

2. Height: The maximum height of ten-inch (10") cavity walls and the width of the cavity shall conform to the requirements of subsection E. of this section.

3. Mortar Joints: All masonry units shall be laid in a full head and bed mortar joint. The mortar used in cavity wall construction shall conform to the requirements of "Portland cement mortar" or "cement lime mortar". (See subsection A.2.a. and b. of this section)

4. Bonded Facing: The facing and backing of cavity walls shall be bonded with three sixteenths inch (3/16") diameter non-corrosive steel rods or metal ties of equivalent stiffness embedded in the horizontal joints. There shall be one metal tie for not more than each four and one-half (4 1/2) square feet of wall area. Ties in alternate courses shall be staggered, the maximum vertical distance between ties shall not exceed twenty-four inches (24”), and the maximum horizontal distance shall not exceed

thirty-six inches (36”). Rods or ties bent to rectangular shape shall be used with hollow masonry units laid with the cells vertical; in other walls the ends of ties shall be bent to ninety (90) degree angles to provide hooks not less than two inches (2") long. Additional bonding ties shall be provided at all openings, spaced not more than three feet (3') apart around the perimeter and within twelve inches (12") of all openings.

5. Flashing: Non-corrodible flashing shall be placed over the top of all openings, at windowsills and at the bottom of the cavity. Felt paper not acceptable as base flashing.

6. Weep Holes: Weep holes shall be provided in the head joint in the first course immediately above all flashing. The weep holes shall be spaced not more than thirty-three inches (33”) on centers and every effort shall be made to keep the cavity clean of mortar droppings. When wicks of one-quarter inch (1/4") fiberglass rope or similar materials are used, weep holes shall be spaced not more than twenty-four inches (24") on centers.

7. Furring: See subsection D.5.of this section.

F. Masonry Chimneys:

1. Construction:

a. Masonry chimneys for residential type appliances shall be constructed of solid masonry units or reinforced concrete with walls not less than four inches (4") thick in addition to lining or rubble stone masonry not less than twelve inches (12") thick.

b. Chimneys shall be designed, anchored, supported and reinforced as required in this article. Chimneys shall not support any structural load other than their own weight unless designed to act as supporting members. Chimneys in wood frame buildings shall be anchored laterally at the ceiling lines and at each floor line which is more than six feet (6') above grade, except when entirely within the framework of the building.

2. Effective Flue Area:

a. Minimum diameter for house heating flue, eight inches (8"). For fireplaces, effective area not less than one-tenth (1/10) of fireplace opening.

b. Exceptions in flue sizes and combination of flues are allowed for listed appliances installed in accordance with manufacturer's specifications.

3. Liners, Wythes, Walls:

a. Masonry chimneys for residential type appliances shall be lined with fireclay flue lining not less than five-eighths (5/8) of an inch thick, or with liner of other approved material that will resist corrosion, softening or cracking from flue gases.

b. Fireclay flue liner shall be installed ahead of construction of the chimney as it is carried up and carefully bedded one on the other in refractory mortar, or the equivalent, with close fitting joints left smooth on the inside (bell ends up).

c. Liners shall be separate from the chimney wall and the space between the liner and masonry shall not be filled; only enough mortar shall be used to make a good joint and hold the liners in position.

d. Where two (2) adjoining flues in the same chimney are separated only by flue liners, the joints of the adjacent flue liners shall be staggered at least seven inches (7").

e. Where more than two (2) flues are located in the same chimney, masonry wythes (partitions) at least four inches (4") wide and bonded into the masonry walls of the chimney shall be built at such points between adjacent flue linings that there are not more than two (2) flues in any group of adjoining flues without such wythe separation.

4. Corbeling: Masonry chimneys shall not be corbeled from a wall more than six inches (6") nor shall a masonry chimney be corbeled from a wall which is less than twelve inches (12") in thickness, unless it projects equally on each side of the wall. In the second story of a two-story building of single-family occupancy, corbeling of masonry chimneys on the exterior of the enclosing walls may equal the exterior wall thickness. In any case, the corbeling shall not exceed one inch (1") projection for each course of brick.

5. Inlets: Every connector inlet to any masonry chimney shall enter the side thereof and shall be of metal net less than no. 24 manufacturer's standard gage (0.024 inch) or five-eighths inch (5/8") thick refractory material.

6. Cleanout Openings: Cleanout openings shall be provided in chimneys connected to appliances burning solid fuel. Cleanout openings shall be equipped with ferrous metal doors designed and constructed to be closed when not open for cleaning purposes.

7. Termination (Height):

a. Masonry chimneys for residential type appliances shall extend at least three feet (3') above the highest point where they pass through the roof of a building and at least two feet (2') higher than any portion of a building within ten feet (10').

b. Flue lining shall project four inches (4") above the top of the chimney cap. Chimney cap to be a minimum of two inches (2") thick and sloped to the outside edge.

c. Rain cap and spark arrestor required at point of termination.

8. Factory Built Chimneys: Factory built chimneys are factory made, approved, listed chimneys and shall be installed in strict accordance with the terms of their approval and listing and the manufacturer's instructions.

G. Fireplaces:

1. General: Fireplaces, barbecues, smoke chambers and fireplace chimneys shall be of solid brick or reinforced concrete or other approved materials and shall conform to requirements of this section and section 8-303 of this article. Filled concrete block or cinder block shall be considered unacceptable.

2. Construction:

a. ~~Structural walls~~ The firebox of the fireplaces shall be at least eight inches (8") thick solid ~~block~~ masonry, filled block shall be considered unacceptable, in addition to a lining of low duty refractory brick at least two inches (2") thick laid in fire clay mortar with three-sixteenths inch (3/16") maximum joints, or the equivalent, or other approved lining as provided.

b. When ash dump is provided, empty into moisture resistive concrete or masonry chamber provided with metal cleanout door.

c. The firebox shall be twenty inches (20") in depth and will be permitted to be open on all sides provided all fireplace openings are located entirely within one room.

Exception: Rumford fireplaces are permitted, provided that the depth of the fireplace be at least twelve inches (12") and at least one-third (1/3) of the width of the fireplace opening, and that the throat be at least twelve inches (12") above the lintel and be at least one-twentieth (1/20) the cross-sectional area of the fireplace opening.

d. Each fireplace shall have an independent flue free from other openings or connections, and the first section of flue lining must start at the centerline of the fireplace opening.

3. Lining: The lining shall extend from the throat of the fireplace to a point at least four inches (4") above the top of the enclosing masonry walls.

4. Clearance: The distance between fireplace and combustibles shall be at least four inches (4"), and such combustibles shall not be placed within six inches (6") of the fireplace opening. Wood facings or trim normally placed around the fireplace openings may be permitted when conforming to the requirements of this section; however, such facing or trim shall be furred out from the fireplace wall at least four inches (4') and attached to noncombustible furring strips. The edges of such facings or trim shall be covered with a noncombustible material. Where the walls of the fireplace are twelve inches (12") thick, the facings or trim may be directly attached to the fireplace.

5. Smoke Chamber: All walls including back walls shall be at least eight inches (8") in thickness.

6. Areas Of Flues, Throats And Dampers: The net cross sectional area of the flue and of the throat between the firebox and the smoke chamber of a fireplace shall be at least that required by subsection G.2. of this section. Damper openings shall be at least, when fully opened, equal to the required flue area and shall be of not less than No. 12 manufacturers' standard gauge (0.105 inch) metal.

7. Lintel: Masonry over the fireplace opening shall be supported by a noncombustible lintel.

8. Hearth: Every fireplace shall be constructed with a hearth of brick, stone, tile or other noncombustible material. For fireplaces with an opening of less than six (6) square feet, the hearth shall extend not less than sixteen inches (16") in front and not less than eight inches (8") on each side of the fireplace opening. For fireplaces with an opening of six (6) square feet of more, the hearth shall extend not less than twenty inches (20") in front and not less than twelve inches (12") on each side of the fireplace opening. Such hearth shall be supported on trimmer arches of brick, stone, tile or concrete not less than four inches (4") thick or other equally strong and fire resistive materials. All combustible forms or centering shall be removed after completion of the supporting construction.

9. Exterior Air: Masonry chimneys shall include an air intake capable of providing a sufficient amount of combustion air from the exterior of the dwelling. The exterior air intake shall be covered with a corrosion-resistant screen of one-quarter (1/4) inch mesh and shall be located at the base of the firebox.

10. Other Type Fireplaces: Other fireplaces not conforming to the requirements of this section shall be subject to approval by the building official prior to installation. Imitation fireplaces shall not be used for the burning of gas, solid, or liquid fuel.

11. Approved Factory-Built Fireplaces: May be installed and shall conform to the applicable portions of this code. Factory-built fireplaces shall bear the seal of a nationally recognized testing or inspection agency and be installed in accordance with manufacturers' recommendations. Firebox enclosures and chimney chase enclosures shall be lined with minimum five-eighths inch (5/8") drywall.

H. Glass Block:

1. May does not use a load bearing units.

2. Maximum Size Of Un-subdivided Panel: Area one hundred forty four (144) square feet; length twenty five feet (25'); height twenty feet (20').

3. Provide for expansion.

8-306: STRUCTURAL STEEL AND IRON:

A. Structural Steel Construction:

1. The design, fabrication, and erection of structural steel for building shall conform to the requirements of the "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings" of American Institute of Steel Construction.

2. Bearing:

a. Concrete walls, minimum bearing four inches (4").

3. Bearing Plates:

a. Design to distribute load, minimum thickness, five-sixteenths inch (5/16").

b. Bed in non-shrink mortar.

c. Plates may be omitted under wide flange type steel beams if width of flange provides sufficient bearing area so that allowable compressive stress of supporting materials is not exceeded.

B. Columns:

1. Material:

a. Standard shape, steel or cast iron.

b. Concrete filled steel pipe, new material, standard weight or heavier.

c. Other column materials as approved.

2. Bases and Caps: Steel or cast iron.

a. Caps: Rivet, bolt or weld to steel girders; spike or lag screw to wood girders.

b. Bases: Anchor by bolts or embed column in concrete.

3. Shims, metal, maximum height two and one-half inches (2 1/2") (loose shims not acceptable).

C. Light Gauge Cold Formed Steel Construction:

1. The design of light gauge cold formed steel construction shall conform to the "Specification for The Design of Light Gauge Cold-Formed Steel Structural Members", of American Iron and Steel Institute, 1962 edition.

D. Open Web Steel Joist Construction:

1. The design, fabrication and erection of open web steel joist construction shall conform to the "Load Tables And Weight Table For Steel Joists And Joist Girders", adopted by the Steel Construction and Steel Joist Institute, 1988 edition.

E. Welding:

1. Details of welding technique, inspection of welding and qualification of welding operators shall conform to the recommendations of the "Standard Code For Arc And Gas Welding In Building Construction", of the American Welding Society, AWS D1.1. All structural welding to be performed by a certified welder.

8-307: WOOD CONSTRUCTION:

A. Lumber:

1. Stress Grade Lumber: Except as otherwise specifically provided in this Code, "National Design Specifications for American Forest and Paper Association" (AFPA), shall be accepted as good engineering practice covering design and use of stress grade lumber, of manufactured lumber and of their fastenings.

2. All plywood used structurally shall bear the identification of an approved testing agency as to type and grade of plywood, and species of lumber.

3. Lumber Dimensions:

a. Wood structural members shall be of sufficient sizes to carry the dead and live loads without exceeding the allowable working stresses hereinafter specified.

b. Computations to determine the required sizes of lumber members shall be based on the actual size of the lumber. Where manufactured lumber is used, follow the design criteria of the manufacturer for load computations.

c. Where minimum sizes of lumber members are required by this Code, they shall be construed as meaning nominal sizes. For sawn lumber, the dressed sizes established in (AFPA) shall be accepted as the minimum net sizes conforming to such nominal sizes. For manufactured lumber, the net sizes established in the specification shall be accepted as the minimum sizes conforming to such nominal sizes.

d. The Building Official may require the sizes and the allowable unit stress, of the species and the grade of lumber, used for structural design purposes to be shown on the plans or given in a statement filed therewith.

e. All wood framing members in direct contact with concrete or used in damp or wet locations to be pressure treated rot resistant or rot resistant species.

4. Pre-engineered Floor and Roof Systems:

a. Wood Floor Trusses: The use of open-web or perforated members are permitted provided required design specifications bear the seal of a registered Illinois Architect or Structural Engineer. <u>These sealed specifications shall be submitted at the time of initial permit submission.</u>

b. Wood Roof Trusses: The use of open-web or perforated members are permitted provided required design specifications bear the seal of a registered Illinois Architect or Structural Engineer. Plans may be submitted without the sealed specifications, however, must be submitted prior to permit issuance.

c. Other pre-engineered components such as I-joist type framing members, engineered beams, girders, or other similar products are permitted provided the plans are sealed by an Illinois registered Architect or Structural Engineer.

B. Framing; General: Except as specifically provided for herein, compliance with AFPA shall be acceptable as good engineering practice.

1. Structural Framing Members:

a. Splicing between bearing points not permitted.

b. When structural strength is impaired by cutting, drilling, or by inherent defects, replace or reinforce members in manner prescribed by a design professional and acceptable to the Building Official.

2. Framing at Chimneys:

a. Bearing of framing members on chimney masonry not acceptable. When pier support for girders or beams are required adjacent to chimneys, combustible framing must be at least two inches (2") away from chimney masonry.

b. Framing members: Not closer than two inches (2") to chimney masonry.

3. Fire blocking:

a. Fire block all furring, partitions (including soffits and drop ceilings) and outside stud walls at level of each floor or ceiling, and at juncture of roof rafters and wall.

b. Fire block all balloon framing at intervals not to exceed eight feet (8') in height.

c. Wood or masonry, tightly fitted, or other methods acceptable to the Building Official may be used.

d. Where open-web, perforated members or wood, I-joists are used they shall be protected from fire with one-half (1/2) inch gypsum board on the underside of the joist, taped and sealed or equivalent.

e. Open web trusses and similar open ~~ceiling spaces~~ floor and ceiling assemblies as determined by the Building Official shall be fire-stopped both sides of the truss by one-hour fire-resistant construction. Maximum spacing of fire stopping shall be six feet (6’0”).

f. Wherever further required by the Building Official.

C. Floor Framing:

1. Columns and Posts:

a. Structural steel or iron. See section 8-306 of this article.

b. Wood Posts: Must be designed to carry the loads imposed. Support below must carry through to adequate foundation bearing. When wood posts are used in basement or crawl space, bear on concrete base resting on footing, top of base three inches (3") above finished floor; securely fasten top and bottom of post.

2. Girders:

a. Material: Laminated beams, solid wood, or built-up wood. Must be designed to carry the loads imposed.

b. Spans for Wood Girders: Determine in accordance with sound engineering practice and subject to approval of the Building Official.

c. Joints: Joints of solid and built-up wood girders to be made over pier or column supports only, unless specifically engineered and approved.

d. Air Space: Provide at least one-half inch (1/2") air space on each side of wood girders framed into masonry.

3. Sills:

a. Must be pressure treated water resistant or rot resistant species.

b. Minimum size - two-inch (2”) by four-inch (4") nominal.

c. Level and grout with Portland cement mortar. Organic or compressible shims are not allowed for permanent usage. All temporary shims must be removed prior to grouting.

4. Maximum Spans for Wood Joists: Except for stress grade lumber of an assured quality, designed in accordance with the national design specifications, AFPA, all wood joists shall be limited as follows:

a. Lumber must be properly identified as to species and grade and approved by the American lumber standards committee and shall be limited to the spans given in the current AFPA ~~1993~~ publication "Span Tables For Joists And Rafters.

b. Wood Floor Trusses: Allowable spans for wood floor trusses shall be designed in accordance with accepted engineering practices and shall conform to the manufacturer's specifications.

See table in appendix A, "Maximum Spans for Joists and Rafters", of this article.

c. Framing into headers or side of girders. Use steel joist hangers or wood ledger board at least two inches (2”) by two inches (2"), nominal. Notching of joist for ledger board more than one-fourth (1/4) of depth not permitted. Joists must have full bearing on support.

d. Framing into side of steel girders. Supply architectural detail for design. Allow one-half inch (1/2") minimum clearance over top of top flange. Secure to girder or to opposite joists, or bridge joists firmly at girder ends if other ends are fixed. Notch for bearing not more than one-fourth (1/4) of joist depth.

e. Framing Into Masonry:

(1) Minimum bearing, three inches (3").

(2) Fire cut or bevel top two inches (2").

(3) Second story floor joists parallel with masonry. Tie to masonry with metal straps extending over and secured to at least one joist and not more than eight feet (8') on center.

f. Butt or lap joists over girders and bearing partitions.

(1) Butting: Center and tie with metal straps or one inch (1") thick wood ties at least two feet (2') long.

(2) Lapping: At least four inches (4"), spike together; maximum projection beyond bearing, one foot (1').

g. Double Joists:

(1) Under all bearing partitions and under plaster finished nonbearing partitions when parallel to floor joists.

(2) Double joists which are separated to permit the installation of piping or vents shall be solid blocked spaced a maximum of four feet (4') on center.

(3) Double the floor joists framing each side of floor opening for plenum of furnace, spike joists together.

(4) Double floor joists supporting hot water heaters, washing machines, whirlpool bathtubs, kitchen islands or special loading conditions.

(5) Double joists on both sides of unsupported stairway openings.

(6) Loading conditions may require more support than doubling of joists.

h. Headers and Trimmers:

(1) Where more than one joist is cut for an opening, double headers and trimmers must be installed.

(2) Holes bored or cut into joist for piping or electrical work shall not be closer than two inches (2") to the top or bottom of the joist and the diameter of the hole shall not exceed one-third (1/3) the depth of the joist. Where headers span six feet (6') or more, headers must be supported by joist hangers, or by a ledger board not less than two inches (2”) by two inches (2"), nominal.

i. Cutting of Floor Joists:

(1) Notching top of bottom for piping and duct work is permitted to not more than one-sixth (1/6) minimum required joist depth except no notching in middle third of span; otherwise install header.

(2) Holes bored or cut through joist shall not be closer than two (2) inches to the top or bottom of the joist and the diameter of the hole shall not exceed one-third (1/3) the depth of the joist, or larger than one inch (1”) within the two feet (2’) of the end of the joist.

j. Cross Bridging:

(1) Maximum spacing, eight feet (8'), minimum size, one inch (1”) by three inches (3") double nail at each end; bridging split by nailing not acceptable. Solid blocking, full depth, two inches (2") nominal acceptable.

(2) Rigid metal bridging may be used when acceptable to Building Official.

k. Cantilevered Construction: Submit detailed drawing bearing the seal of a registered Illinois Architect or Structural Engineer when required by the Building Official.

5. Sub-Flooring:

a. Plywood or Approved Equivalent:

(1) Apply with face grain perpendicular to support and panels continuous over two (2) or more spans.

(2) Minimum Thickness: Three-quarter inch (3/4") rated, tongue and groove plywood shall be installed.

(3) Install solid blocking under all edges at right angles to floor joists, or tongue and groove plywood approved by the Building Official may be used.

(4) Nailing: Nail securely to joists and blocking with nails six inches (6") on center on edges and ten inches (10") on center at intermediate framing members. Use 6d common nails for one-half inch (1/2") plywood, 8d for five-eighths inch

(5/8") and three-quarters inch (3/4") and 10d common or 8d ring shank for one and one eighths inch (1 1/8") 3-ply.

(5) As underlayment, when used for leveling purposes over sub-flooring, minimum thickness one-eighth inch (1/8") 3-ply.

b. Wood Boards:

(1) The minimum thickness of floor sheathing shall be three-quarters inch (3/4") with a maximum joist spacing of twenty-four inches (24") on center.

(2) No two (2) adjoining boards shall break joints over the same joist space.

(3) Other spacings may be used when sub-flooring is designed according to loads to be imposed.

c. Clearance: Provide one-half inch (1/2") clearance between all sub-flooring and all masonry walls, chimneys and partitions.

d. Other Materials: Floors finished with any material other than hardwood.

e. Combination Sub-floor Underlayment: Combination sub-floor underlayment shall be installed in accordance with the "fastening schedule", in appendix B of this article.

D. Ceiling Framing:

1. Joists:

a. Maximum Spans for Wood Joists: Except for stress grade lumber of an assured quality, designed in accordance with the national design specifications, AFPA, all wood joists shall be limited as follows and see subsection C.4. of this section.

b. Rafter Ties: Use ceiling joists as ties for rafters whenever possible.

c. Bridging: Solid, two inches (2") thick full depth of joists, staggered for end nailing. Joists eight inches (8") and over, one inch (1”) by three inch (3") cross bridging or rigid metal bridging may be used; when acceptable to the Building Official; maximum spacing, eight feet (8') on center.

d. Splicing Requirements: Splicing of framing of ceiling joists over girders and bearing partitions shall follow the requirements for floor joists.

2. False Ceilings:

a. Minimum size two inches (2”) by four inches (4") on edge supported by wood or metal hangers, not more than six feet (6') on center.

b. Ceiling joists bridging not required.

E. Roof Framing:

1. Spans: (See design load requirement in subsection 8-300 B.2.c. of this article.)

   a. Truss Roofs: Provide temporary bracing during erection, and permanent lateral and cross bracing as specified by manufacturer.

   b. Manufactured Rafters: Follow manufacturer's specifications for installation.

   c. Nominal Lumber: For species of lumber not listed in table below, refer to the "Span Tables For Joists And Rafters", published by the NFPA. (See appendix B of this article.)

   d. Individual rafters or trusses shall be attached to wall assembly top plate by connections capable of resisting uplift forces. Hurricane ties shall be installed at forty-eight inches (48”) on center.

2. Pitched Roof Construction:

   a. Rafter Seat Cuts: Cut for level bearing no more than one-quarter (1/4) depth of rafter at inside intersection. Toe-nail rafter into top plate. (For anchorage of top plate on masonry walls see subsection 8-305 D.7. of this article).

   b. Collar Ties: Minimum size - one inch (1”) by six inches (6") or two inches (2”) by four inches (4"). Maximum spacing - four feet (4') on center. Vertical height - one-third (1/3) down from ridge beam or rafter intersection.

   c. Ridge Beams: Ridge board must be two inches (2") thick, nominal, and minimum one size larger than rafters.

   d. Hip Rafters: Must be two inches (2") thick, nominal, and minimum one size larger than rafters.

   e. Valley Rafters:

      (1) Must be two inches (2") thick, nominal, and have a depth not less than the cut end of the jack rafters.

      (2) Maximum unsupported length of single valley rafters - eight feet (8'). Maximum unsupported length of double valley rafters - twelve feet (12').

   f. Roof Openings: Provide double headers and trimmers when more than one rafter is cut, and when dormer windows are installed without additional support.

   g. Chimney Saddles: Required at upper side of all chimneys whose upper side is not in contact with the ridge.

h. Wood Roof Trusses: The use of open-web or perforated members are permitted provided the required design specifications bear the seal of a registered Illinois Architect or Structural Engineer.

3. Flat Roof Construction:

a. Provide cross bridging at maximum spacing of eight feet (8') on center. Minimum size of bridging - one inch (1”) by three inches (3").

b. Splicing of framing of roof joists over girders and bearing walls shall follow the requirements for floor joists.

F. Exterior Wall and Bearing Partition Framing:

1. Studs:

a. Continuous lengths without splicing.

b. Minimum size, two inches (2”) by four inches (4") - nominal.

c. Maximum spacing for all construction, sixteen inches (16") on center.

Exception: Wall stud spacing may be increased to twenty-four inches (24") on center provided minimum of two-inch (2”) by six inch (6") studs are used with double top plates.

d. Maximum length for balloon frame, twenty feet (20'), notch studs at second floor to receive one inch (1”) by four-inch (4") ribbon. Nail joists to studs.

e. Provide fire blocking at eight feet (8') on center when height of wall exceeds eight feet (8').

2. Corner Posts: Not less than three (3) 2-inch by 4-inch set to receive interior finish.

3. Corner Bracing:

a. Full sheet plywood or structural rated sheathing at both sides of all external corners.

b. One inch (1”) by four inches (4") let into outside face of studs and plates set approximately at forty five (45) degrees extend from sill to plate.

c. Metal wall bracing may be used provided it is installed in accordance with manufacturer's recommendations.

(1) Exception: Except for knee wall construction other approved lateral braces may be installed.

4. Sill Construction:

a. Sill Anchorage: (See section 8-304 J.4.)

b. Sills and Girders On Top Of Foundation Walls And Piers: Level and grout with Portland cement mortar; wood not to be used for permanent shims. Sills to be pressure treated water resistant or rot resistant wood.

c. other methods may be used if detailed on drawings submitted with application and acceptable to Building Official.

5. Window and Door Openings:

a. Cripple Stud on Jambs: Extend in one piece from header to bearing and nail to outer stud.

b. One story building where header carries roof load only

Spans less than 4'	Two 2" x 4" on edge
Spans 4' to 6'	Two 2" x 6" on edge
Spans 6' to 8'	Two 2" x 8" on edge
Spans 8' to 10'	Two 2" x 10" on edge
Spans 10' to 12'	Two 2" x 12" on edge

Two story or bi-level where header carries one floor and roof loads assuming 1200 F and double top plate.

Spans less than 4'	Two 2" x 6" on edge
Spans 4' to 6'	Two 2" x 8" on edge
Spans 6' to 8'	Two 2" x 10" on edge
Spans 8' to 10'	Two 2" x 12" on edge

For garage door header:

Spans 12' to 16'	Three 2" x 12" on edge, or two 2" x 14" on edge, or two 2" x 12" on edge with 1/4" x 11" steel plate
Spans 16' to 18'	Three 2" x 14" on edge, or two 2" x 14" on edge with 1/4" x 13" steel plate

For garage door header where header carries one floor and roof loads:

Spans 12' to 16'	Three 2" x 14" on edge, or two 2" x 14" on edge with 3/8" x 13" steel plate

c. Where headers support concentrated loads or are subjected to other unusual loading conditions, the header shall be specifically designed.

d. Pre-engineered headers may be used when acceptable to the Building Official.

6. Plates:

a. Top plates, two (2) 2 x 4s. Lap at corners and intersecting partitions. When plates are but for piping or duct work, provide doubled studs at both sides of opening and tie top plates together with a metal strap. Splices of bottom plate must be made over stud. The maximum number of top plates used together shall be four (4).

b. Where headers support concentrated loads or are subjected to other unusual loading conditions, header shall be specifically designed.

c. Sill plates, minimum thickness, two inches (2"); exterior wall studs may bear on the foundation sill plate or on a sill plate on top of sub-floor.

7. When bearing partitions connect to masonry walls, anchor wall to masonry with bolts or spikes.

8. Wood bearing partitions in cellars and basements are not allowed unless specifically designed for that use and approved by the Building Official.

G. Nonbearing Partition Framing:

1. Studs:

a. Use continuous lengths without splicing.

b. Minimum size - two inches (2”) by four inches (4"), sixteen inches (16") on center. Exception: mechanical wall to be two inches (2”) by six inches (6”), sixteen inches (16”) on center.

c. Masonry walls may be furred out with two inches (2”) by two inches (2") nominal lumber as a minimum.

2. Plates:

a. Minimum thickness, to inches (2").

b. Splices must be made at midpoint of stud.

H. Wall Sheathing: Sheathing may be omitted on detached accessory buildings.

1. Wood Board:

a. May be used under any exterior finish material.

b. Minimum thickness: one inch (1"); maximum width: eight inches (8") unless triple nailed; maximum stud spacing: twenty-four inches (24") on center.

c. Break joints over center of studs unless end matched (T&G) boards are used; no two (2) adjoining end matched boards to break joints over same stud space and each board to bear on at least two (2) studs.

d. Application: When laid diagonally extend at forty-five (45) degrees in opposite directions from each corner; apply horizontally under stucco finish.

2. Plywood or Approved Equivalent:

a. May be used under any exterior finish material.

b. Thickness/spacing:

Minimum Thickness: one-half inch (1/2") rated.

c. Types of finish which affect the minimum thickness of plywood used:

(1) Under Wood Shingles: If five-sixteenths inch (5/16") plywood is used, apply shingles over one inch (1”) by two inch (2") nailing strips using copper or galvanized nails for attaching the shingles. Nailing strips may be omitted if barbed nails are used for attaching the shingles.

3. Fiberboard: Structural. (See appendix B of this article)

a. Under Wood Shingle Siding: Apply one inch (1”) by two inch (2") nailing strips over sheathing, spaced according to shingle exposure.

b. Thickness/Spacing:

Minimum Thickness	Maximum Stud Spacing
1/2 inch	16 inches
3/4 inch	24 inches

I. Sheathing Paper:

1. Material:

a. Water resistant building paper.

b. Asphalt saturated felt.

c. Vapor resistance shall be less than that of vapor barrier provided on inside of wall.

d. Or other as acceptable by the Building Official

2. Application:

a. Use over all types of sheathing.

b. Apply shingle fashion, four-inch (4") lap. Lap four inches (4") over paper strips around openings.

c. Use six inch (6") wide strips behind exterior trim of all exterior openings.

d. Install tape on all overlaps.

e. Attachment with cap staples, cap nails, or equivalent as approved by the Building Official

3. Paper not required over fiberboard factory treated to be moisture resistant, (except when used behind masonry veneer and stucco) provided:

a. Necessary corner and opening cuts are caulked with elastic waterproof caulking material. Corner joints may be protected with eighteen-inch (18") widths of sheathing paper applied shingle fashion.

b. At heads of openings, bottom edge of board is located to permit head flashing to be extended under and turned up behind sheathing, and joint between head flashing and board is caulked.

J. Roof Sheathing:

1. Wood Boards:

a. May be used under any roofing material.

b. Minimum Thickness: one inch (1"); maximum width: eight inches (8"), maximum rafter spacing: twenty-four inches (24") on center.

c. Break joints over center of rafters unless end matched (tongue and groove) boards are used; no two (2) adjoining end-matched boards to break joints over same rafter space and each board to bear on at least two (2) rafters.

d. Application: Lay closed under all roof material. Under wood shingles or shakes one inch (1”) by four inches (4") or one inch (1”) by six inches (6") spaced sheathing may be used spaced according to the weather exposure of the shingle or shake.

2. Plywood or Approved Equivalent:

a. May be used under any roofing material.

b. Minimum Thickness: one-half inch (1/2”) rated for roof framing that is sixteen inches (16”) on center. All one-half (1/2”) sheathing shall have panel edge clips (H clips). H clips to be eighteen (18) or twenty (20) gauge. Minimum two (2) equally spaced on the board.

c. Five-eighths inch (5/8”) thick sheathing shall be used for roof framing that is twenty-four inches (24”) on center.

Exception: Plywood thickness for slate, tile, cement shingles should be in accordance with manufacturer's specifications.

d. Under Wood Shingles: Apply one inch (1”) by two inch (2") nailing strips over plywood less than one-half inch (1/2") thick, spaced according to shingle exposure.

e. Protect exposed edges of sheathing along eaves and rake of roof with moldings or sheet metal flashing. Flashing along eaves may be integral with gutters. If gutters are not installed, form the flashing to provide a drip.

3. Fiberboard is not acceptable for roof sheathing.

4. Engineered board may be used when installed in strict accordance with manufacturer's specifications and when acceptable to the Building Official.

5. Engineered board thicknesses shall be at least equal to those minimum thicknesses stated in subsection J.2.b. of this section for plywood or rated equivalent.

6. In no case shall plywood or engineered board sheathing exceed the span markings stamped on the material. (Panel Identification Index.)

7. Nail securely to rafters with 6d nails for one-half inch (1/2") thickness and less, 8d nails for five-eighths inch (5/8") thickness and greater. Space at six inches (6") on center at edges and twelve inches (12") on center at intermediate supports.

K. Caulking:

1. Caulk around exterior openings in masonry or masonry veneer walls.

2. Caulk at intersections of wood and masonry except when flashed. This does not apply to tops of foundations.

3. Caulking shall remain elastic, non-hardening and firmly adherent.

8-308: RESERVED:

8-309: EXTERIOR WALL FINISH:

A. Wood Siding:

1. Use well-seasoned material. Moisture content not to exceed fifteen percent (15%).

2. Nail at each bearing with hot dipped galvanized or cement coated nails.

3. Bevel Siding:

a. Finish dimensions to comply with the following limitations as to minimum top and butt thickness:

Nominal Width (Inches)	Thickness At Top (Inches)	Thickness At Butt (Inches)
4 to 6	3/16	7/16
8	3/16	9/16
10 to 12	3/16	11/16

b. Minimum Head lap: one inch (1") for four-inch (4") width; one and one-quarter inches (1 1/4") for widths over four inches (4").

c. Nail near butt only. Do not nail through board underneath.

4. Rustic And Drop Siding: Minimum thickness, three-fourths inch (3/4") (finished); maximum width eight inches (8") (nominal).

5. Shiplap Or Matched Siding:

a. Minimum thickness, three-fourths inch (3/4") (finished); maximum width, twelve inches (12") (nominal).

b. Triple nail all boards over eight inches (8") in width.

c. When boards are applied vertically, set edges in white lead.

B. Wood Shingle Siding:

1. Shingle Grades:

a. Single course siding, No. 1 or No. 2.

b. Double course siding, no.1 for exposed shingles; under course may be No.1 or No. 2.

2. Minimum Size:

Length (Inches)	Thickness
16	5 butts in 2 inches
18	5 butts in 2 1/4 inches
24	4 butts in 2 inches

~~3. Maximum Exposure:~~

Shingle Length (Inches)	Single Course Exposure (In)	Double Course Exposure (In)
16	7 1/2	12
18	8 1/2	14
24	11	16

~~4.~~ 3. Nailing:

a. Nails: Copper or hot dipped galvanized.

b. Butt Nail Double Coursing: Exposed nails may be small headed.

C. Plywood:

1. Material, sound.

2. Grade mark, for exterior use, on each sheet of plywood.

3. Plywood, three-eighths inch (3/8") thick, may be used on sheathed walls. If sheathing other than wood is used, install solid blocking between studding as provided in subsection C.4.of this section.

4. Installation:

a. Vertical Joints: To occur over studs.

b. Horizontal Joints: Install solid blocking between studding for nailing.

c. Butt joints of square edge material, whether exposed or covered by battens, fill with mastic.

d. Corner Boards: Apply over plywood or butt plywood against boards at all corners.

e. Nails: Cement coated or hot dipped galvanized, flat head. Minimum Spacing: on edge, six inches (6"); on center, at intermediate bearings, twelve (12") inches on center.

D. Metal Siding:

Siding	Thickness
1. Aluminum clapboard siding	0.024 inch minimum
Aluminum clapboard siding	0.019 inch may be un-backed only when the flat areas are 5 inches or less in the narrow dimension.

2. Formed steel siding twenty-eight (28) gauge minimum

3. Vinyl siding n/a

E. Protected Combustible Fiberboard Siding: Minimum thickness: one-half inch (1/2").

F. Hardboard And/or Masonite: Minimum thickness of one-quarter inch (1/4") and providing required outside sheathing is first installed on outside of studs.

G. Manufactured Brick Siding: Install as per manufacturer's specifications.

H. Other Materials: As approved by the Building Official.

8-310: ROOF COVERINGS:

A. General:

1. Roof Slope.

a. Wood shingle and tile roof, four (4) in twelve (12) minimum.

b. Asphalt shingle roof, two (2) in twelve (12) minimum.

c. Shingle roofs less than four (4) in twelve (12) but not less than two (2) in twelve (12) shall be applied in strict accordance with manufacturers' specifications.

d. Built up roofs (gravel or slag surface), two (2) in twelve (12) maximum.

e. Built up roofs with mineral surfaced cap sheet, three (3) in twelve (12) maximum.

f. When materials and method of application provide precautions in excess of these minimum requirements to assure a weather tight roof, the roof slopes may be altered subject to acceptance by Building Official. Application and materials as outlined by "Manufacturers Selection And Application Of Asphalt Roofing And Siding Products" published by ARIB shall be considered as acceptable good practice.

2. Either a nine inch (9") wide or wider strip of mineral surfaced roll roofing or a row of inverted shingles may be used a starter course.

3. Nails for Attaching Roof Covering: Copper or hot dipped galvanized nails. Staples not permitted.

B. Asphalt and Fiberglass Shingles:

1. Fire underwriters class C label on each bundle.

2. To be rated at ninety (90) mile per hour wind rating or greater.

a. Irregular shaped shingles manufactured in conformance with the Underwriters' Laboratories minimum weight requirements.

3. Exposure as required for Underwriters' Class C label.

4. Head lap as recommended by manufacturers; minimum two inches (2").

5. Underlay:

a. Asphalt saturated felt; weight approximately fifteen pounds (15#) per one hundred (100) square feet or equivalent.

b. One layer of fifteen-pound (15#) asphalt saturated felt shall be required under all double thickness shingles on roof slopes three (3) in twelve (12) or greater.

c. On roof slopes two (2) in twelve (12), install fifteen (15) pound asphalt saturated felt. A nineteen (19) inch width strip shall be laid along the eaves followed by a thirty-six-inch (36”) sheet completely overlapping the first nineteen inch (19”) sheet. Each successive thirty-six-inch (36”) sheet shall overlap the preceding nineteen inches (19”). A continuous layer of plastic roof cement shall be applied between the two (2) layer of asphalt felt on the roof area. Application shall start from the eaves to a point on the roof twenty-four inches (24”) inside the inside wall line of the building. The cement shall be applied with a comb trowel and the overlying sheet shall be pressed firmly into the cement over the entire cemented area.

d. An ice barrier that consists of at least two (2) layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet, shall be used in lieu of normal underlayment, and extend the lowest edges of all roof surfaces to a point at least twenty-four inches (24”) inside the heated wall line of the building.

6. Re-Roofing: No more than two (2) layers over existing original installation without architect's written approval.

C. Wood Shingles:

1. Edge-grain, tapered shingles (No. 1 grade).

2. Minimum Size:

Length (Inches)	Thickness
16	5 butts in 2"
18	5 butts in 2 1/4"
24	4 butts in 2"

3. Maximum Exposure:

SLOPE OF ROOF EXPOSURE FOR SHINGLE LENGTH

(Inches) Rise	Run	16	18	24
3 to 7	12	4	1 1/2	7 1/2
7 to 18	12	5	5 1/2	7 1/2

4. Minimum thirty-pound (30#) asphalt saturated felt required.

D. Tile Roofing:

1. Quality: Hard burned or cement type roofing tile.

2. Underlay: One layer asphalt saturated felt, approximately thirty pounds (30#) per one hundred (100) square feet.

3. Shingle Tile, per manufacturer’s recommendations.

4. Interlocking Tile and Curved Tile: Lay in accordance with manufacturer's recommendation.

E. Slate Shingles:

1. Quality: Free from knots or knurls and reasonably smooth cleavage.

2. Underlay: Asphalt saturated felt approximately thirty pounds (30#) per one hundred (100) square feet.

F. Built Up Roofs:

1. Asphalt or tar and gravel coverings; including flashings: comply with requirements of Underwriters' Laboratories, Inc.; built up roof coverings: minimum 3-ply.

2. Apply according to manufacturer's directions.

3. Each ply of felt: minimum weight - fifteen pounds (15#) per one hundred (100) square feet.

4. Surface with:

a. Roofing Gravel or Crushed Stone: approximately four hundred pounds (400#) per one hundred (100) square feet; or

b. Crushed Slag: approximately three hundred pounds (300#) per one hundred (100) square feet.

c. other material approved as to quality and weight by the Building Official.

5. Top ply of felt and crushed stone or slag surfacing may be replaced with one layer of mineral surfaced cap sheet, minimum weight - eighty-five pounds (85#) per square foot.

G. Metal Roofs:

1. Materials:

a. Galvanized Sheet Metal: 26-gauge sheets, 1.25-ounce (total weight both sides) zinc coating per square foot.

b. Copper: Sixteen ounce (16oz) soft (roofing temper).

c. Roofing Tin: Forty-pound (40#) coating.

d. Lead: Sheet lead, two and one-half pounds (2 ½#) per square foot.

2. Nails:

a. Hard copper or copper alloy, for copper roofs.

b. Hot dipped galvanized, for galvanized, sheet metal roofs.

3. Seams, flat or standing; flat seams, locked and soldered.

4. Provide for expansion.

H. Other Types of Roof Coverings: Roof coverings such as metal shingles, canvas, or roll roofing: may be used when the type and weight of material, and method of application are acceptable to the Building Official

8-311: FLASHING:

Flashings, a lap joint or a turned-up flange, usually of metal to make a watertight connection between two (2) different materials.

A. Material:

1. Copper: Sixteen ounce (16oz) soft (roofing temper).

2. Galvanized sheet metal: 26-gauge, 1.25-ounce (total weight both sides) zinc coating per square foot.

3. Lead: Hard lead, two pounds (2#); soft lead, four pounds (4#).

4. Tin: Forty (40) pound coating, painted both sides.

5. Membrane waterproofing material acceptable to Building Official.

6. Copper and zinc flashings, gutters and downspouts not to be used in conjunction with each other.

7. Aluminum of suitable weight to the Building Official.

B. Openings Not Protected by Overhang:

1. Heads of Openings, Wood Frame Walls:

a. Sheet metal extended behind finish siding material and turned down over outside edge of head trim unless drip cap extends behind and above bottom of finished material; or

b. Three-ounce (3oz) copper coated building paper may be used provided flashing is not exposed to weather more than two inches (2"). Extend behind siding. Blind tack at outside edge of drip cap, one inch (1") on center.

2. Heads and Sills Of Openings, Masonry Veneered Wood Frame Walls:

a. Material: Sheet metal or membrane waterproofing material acceptable to Building Official.

b. Head Flashing: Extend from front edge of lintel, up and over top of lintel and up on sheathing under building paper.

c. Sill Flashing: Extend under masonry sill, up on sheathing and under wood sill.

3. Heads and Sills Of Openings, Masonry Walls:

a. Material: Sheet metal or membrane waterproofing material acceptable to Building Official.

b. Head Flashing: Extend from front edge of lintel, up and over top of lintel, through wall and turn up one inch (1") on inside surface.

c. Sill Flashing: Extend under and behind masonry sill.

4. Heads Of Openings, Stuccoed Wood Frame Walls:

a. Material: Sheet metal.

b. Drip: From drip on front edge of drip cap and extend flashing up behind building paper underneath stucco.

C. Intersections:

1. Provide sheet metal flashing for all horizontal and vertical intersections of stucco with other materials.

2. All flashing in connection with masonry walls shall have flashing or counter flashing built into masonry not less than one inch (1").

D. Valleys:

1. Rigid shingle roof covering:

a. Flash with sheet metal or equivalent.

b. Flashing on:

(1) Roof slopes less than seven (7) in twelve (12), width eighteen inches (18").

(2) Roof slopes seven (7) in twelve (12) or more, width twelve inches (12").

(3) Single strips eighteen inches (18") wide may be used under closed valleys.

2. Asphalt shingles roof covering valley requirements to be in accordance with manufacturer's requirements.

E. Roof and Wall Intersections:

1. Sloping Roof: Sheet metal flashings.

2. Flat Roof: Sheet metal or same material as roof covering. When sheet metal is not used, install forty-five (45) degree cant strip at roof and wall intersection.

F. Terrace or Porch Slabs: Suspended (reinforced) type or bearing on the ground, which abut wood construction at exterior wall.

1. Flashing Material: Sheet metal.

2. Extend flashing at finish floors of terrace or porch from one-quarter inch (1/4") outside exterior face of finish, turn up four inches (4") behind exterior finish, then turn down and extend four inches (4") below top of outside of foundation.

G. Chimneys:

1. All chimney and roof intersections, sheet metal flashing.

2. Cricket or saddle covering: Sheet metal.

8-312: GUTTERS AND DOWNSPOUTS:

All dwellings shall be provided with gutters and downspouts. Downspouts shall properly discharge roof water at least twenty-four (24") inches away from foundation. Gutters and downspouts may be omitted with minimum twenty-four-inch (24”) roof overhang. See the following specifications:

A. Materials: See appendix B of this article.

1. Copper, sixteen (16) ounce, hard (cornice temper).

2. Galvanized sheet metal: 26-gauge sheets, 1.24-ounce (total weight both sides) zinc coating per square foot.

3. Solid wood gutters: Paint inside with two (2) coats pitch or three (3) coats lead and oil after installation.

4. Aluminum: Gutters shall be a minimum of 0.027-inch-thick metal and downspouts a minimum of 0.020-inch-thick metal.

5. Vinyl.

B. Roof Water Disposal: Provide outlet acceptable to the Building Official.

8-313: INTERIOR WALL AND CEILING FINISH:

None shall be applied when moisture content of framing lumber remains over nineteen percent (19%).

A. Lath And Plaster: See appendix B of this article.

1. Wood Lath:

a. Maximum stud spacing, sixteen inches (16") on center.

b. Lath, No. 1, five-sixteenths inch (5/16") thick.

c. Space lath one-fourth (1/4) to three-eighths inch (3/8") apart. Break joints every seventh lath, nail to each bearing.

2. Expanded Metal Lath:

a. Painted or galvanized lath.

b. Minimum weights; maximum spacing of supports:

Use	Pounds Per Yard	Stud Spacing (inches)
Walls		
All dwellings	2.5	16
One story dwellings	X3.4	20
	X4.0	24
	XX3.0	24
		Joist Spacing (Inches)
Ceilings	X2.75	16

X3.4	16
XX3.4	24

X Flat rib
XX High rib

3. Insulating Fiberboard Lath:

   a. Minimum thickness, one-half inch (1/2").

   b. Lath size, sixteen inches (16”) by forty-eight inches (48"). Lath twenty-four inches (24”) by forty-eight inches (48") may be used provided all joints at right angles to the framing members are covered with continuous strips of metal lath and ends of lath are nailed to solid bearing (framing members) at approximately four inches (4") on center including intermediate supports.

   c. Maximum stud or joist spacing, sixteen inches (16") on center.

   d. Apply in accordance with manufacturer's directions.

4. Lathing:

   a. Heads of Openings: Install lath so vertical joints of first course of lath above head will not occur on jamb studs.

   b. Corner Beads: Galvanized metal, for all external corners.

   c. Corner and Joint Reinforcing: Metal lath two and one-half inch (2 1/2") lap on each surface.

   d. Over Solid Wood Surfaces: Install metal lath on strips or use furring nails. Lap metal lath on adjoining lath surfaces.

5. Plaster:

   a. Mix all plaster (lime and prepared) according to manufacturer's recommendations.

   b. Quick lime, slake thoroughly.

   c. Minimum thickness, one-half inch (1/2") over lath base. Finish all ceilings level and walls and corners, plumb and straight.

6. Drying Period: Allow sufficient time for plaster to dry thoroughly before application of trim.

B. Ceramic Tile: Waterproof all surfaces prior to the application of the setting coat of adhesive.

C. Bath - Shower Walls:

1. Surface Materials: Dense, smooth and water repellent. Walls of showers and bath enclosures with shower heads shall be so surfaced to height not less than six feet (6') above bases and not less than four feet (4') above lip of tubs.

2. Backing Materials: Backing materials shall be suitable for application of tile or other approved surfaces.

3. Installation: Installation of backing materials, and required waterproofing, shall be in accordance with manufacturer's recommendations. All joints and other openings shall be caulked or otherwise protected from infiltration of water.

D. Dry Wall Finish:

1. Minimum thickness: Actual inches.

Type Of Wall Finish	Spacing Of Studs of Furring (Actual Inches)		
	16	20	24
Wood boards	3/8	1/2	1/2
Plywood	1/4	3/8	3/8
Gypsum board	3/8	1/2	1/2
Fiberboard	1/2	3/4	3/4

2. Other types of boards, including compressed dense composition board less than one-half inch (1/2") thick, may be used when acceptable to the Building Official. Maximum stud spacing sixteen inches (16") on center.

3. There shall be three-eighths inch (3/8") drywall backer board behind all wood paneling less than twenty-five thirty seconds inch (25/32") thick. Fastening shall be: eight inches (8") on center on the edge, twelve inches (12") on center through field of board.

4. There shall be a three-eighths inch (3/8") drywall backer board behind all wood paneling less than three-fourths inch (3/4") thick.

8-314: FINISH FLOORS:

A. Cement Floors:

1. Mix. See subsections 8-304 B. and 8-304 K.2. of this article.

2. Heater room floors and wood construction where solid or liquid fuel is used:

a. Minimum thickness, four inches (4").

b. Use sheet metal over tops of joists for concrete forms or cut in one inch (1") boards flush with top of joists. If wood boards are used, remove after slab has set.

c. Reinforce slab with wire mesh weighing not less than thirty pounds (30#) per one hundred (100) square feet, or with one-quarter inch (1/4") bars spaced one foot (1') on center each way.

3. Heater room floors on wood construction where gas burning equipment raises temperature of floor to above one hundred sixty (160) degrees, comply with the provision of subsection 2 of this section. See American Gas Association specifications.

B. Wood Floors:

1. Materials:

a. Flooring: Kiln dried material.

b. Strip flooring, hardwood or softwood, installation to be in accordance with the National Wood Flooring Association.

c. Nails: Maximum spacing, sixteen inches (16") on center.

2. Installation:

a. Finish Flooring Over Sub-flooring: Apply at right angles to sub-flooring except when sub-flooring is laid diagonally, and except when on strips applied directly over floor joists.

b. Finish Flooring on Strips: Wood strips, minimum size, one inch (1”) by two inches (2"), maximum spacing, sixteen inches (16") on center. Apply strips over building paper or deadening felt on top of sub-flooring.

c. Strip Flooring on Concrete: Apply on not less than two inches (2”) by two inches (2") sleepers embedded in concrete.

d. Wood Block Floorings on Concrete: Set blocks in mastic and install in accordance with flooring manufacturer's directions.

e. Pre-engineered wood flooring systems are to be installed in strict accordance with manufacturers' specifications.

C. Ceramic Tile:

1. Materials: (See appendix A.)

2. Grade: Not less than standard grade.

3. Installation: Ceramic tile to be installed in strict accordance with manufacturers' specifications.

D. Resilient Floors:

1. Linoleum, asphalt, vinyl, rubber, cork and similar coverings, including wall to wall carpeting as manufactured in tile form or rolls, shall be installed in accordance with manufacturer's recommendations.

2. Resilient floors shall not be installed directly over wood board, plywood, or wood plank sub-floor. An underlayment grade of wood-based panels of plywood, particle board, or hardboard a minimum thickness of one-quarter inch (1/4"), shall be used over wood sub-floors under resilient floors, excluding wall to wall carpeting.

3. See subsection 8-307 C.5. of this article for combination sub-floor underlayment panels.

8-315: GARAGES AND ACCESSORY BUILDINGS:

A. Attached and Built-In Garages:

1. For purposes of this Code, an attached/built-in garage shall be permitted as follows:

a. An attached garage is a building which is connected to a principal structure by a party wall (built-in garage) or by a linkage building.

(1) Where a garage is connected to the principal building by a linkage building the following shall apply:

(a) The garage and linkage building shall be constructed pursuant to all applicable building, zoning and drainage regulations for a principal building; and

(b) The linkage building shall be less than twenty feet (20’) in length and

(c) The linkage building shall be six feet (6’) or less in width.

b. An attached garage shall be compatible with and subordinate in floor area and size to the principal building.

c. An attached garage shall be established at the same time or after the completion of a principal building.

d. Construction shall be the same as required for the dwelling.

e. If door opening occurs between garage and dwelling; provide six-inch (6") gas curb at the door or construct garage floor six inches (6") lower than the adjoining floor. This also applies to interior stairways leading to lower levels or basements from the garage.

f. Installation of house heating unit or other fuel-burning appliance in garage space not permitted unless specifically permitted by the Building Official. Install one-hour rated partition between space containing house heating unit and garage space.

Doors are not permitted common to heater room and/or garage. Hot or cold air ducts not permitted in garage.

g. Garages shall be separated from the dwelling by one-hour fire resistive rated construction. Separation shall include: all walls, ceiling, attic access, supporting girders, columns and beams.

h. Doors shall be twenty (20) minute fire-rated and include a self-closing or automatic-closing device where common to dwelling.

i. Residential garage floor drains are prohibited unless approved by the Building Official.

B. Detached One Story Frame Garages, Including Private Aircraft Hangars:

1. Comply with construction requirements for one story dwellings with the following exceptions:

a. Pole type construction shall be permitted when constructed in compliance with accepted engineering practices.

b. Grade beam construction permitted consisting of a four-inch (4") concrete floor on a minimum four inches (4") of crushed stone, sand or gravel poured monolithically with a minimum ten inch (10") thickened outer edge a width of twenty inches (20") around perimeter of building, said twenty inch (20") grade beam to be of equal depth and on undisturbed soil. Six inch (6”) by six inch (6") #10 wire mesh shall also be installed.

c. Studs, maximum spacing twenty-four inches (24") on center. Doubling of studs not required on jambs of openings less than three feet five inches (3'5") wide.

d. Sheathing and building paper may be omitted.

e. Corner post may be two inch (2”) by 4 inch (4”), or a four inch (4”) by four inch (4").

f. Top plate may be single, provided rafters occur over studs and plate at corners is lapped to provide tie.

g. Rafter ties at eaves not less than two inches (2”) by four inch (4"), maximum spacing six feet (6').

h. Corner bracing is required, except where wood sheathing is used, and may be applied on the inside surface of studs, minimum one inch (1”) by four inch (4").

2. Where distance between the principal building (dwelling unit) and detached garage or private airplane hangar is less than ten feet (10'), provide minimum one hour fire resistive construction in garage or private airplane hangar as approved by the Building Official.

3. A detached garage or private airplane hangar separated from the principal building (dwelling) by a breezeway with a distance of less than ten feet (10') shall comply with subsection A of this section herein. However, a breezeway shall always be considered detached and part of the detached accessory building.

4. A detached garage or private aircraft hangar separated from the principal building (dwelling unit) by a breezeway with a distance of ten feet (10') or more may be of unprotected frame construction. The junction of the garage and the breezeway shall be fire-stopped. However, a breezeway shall always be considered detached and part of the detached accessory building.

5. Pre-engineered membrane structures intended for vehicle storage to be installed in accordance with manufacturer's plans and specifications and as approved by the building official. Such structures shall be erected on an approved concrete or asphalt surface to prevent the seepage of hazardous, toxic or combustible liquids into the ground. Such structures shall be securely anchored to the ground.

C. One Story Solid Masonry Detached Garages/Private Aircraft Hangars: One story solid masonry or masonry veneer detached garages and accessory buildings shall comply with the construction requirements for one story dwellings.

D. Accessory Buildings: Accessory buildings such as pool/garden sheds, stables, livestock shelters, cabanas, greenhouses, workshops, and similar uses where no vehicle storage will take place and where doors small enough to prohibit vehicle entry (approximately six feet (6’) are installed shall comply with construction requirements for detached garages with the following exceptions:

1. Required concrete floor slabs may be omitted in those specific areas of livestock buildings or structures used by the livestock upon approval of the Building Official.

2. Other than subsection D.1. of this section, floors shall be concrete, asphalt or wood installed to prevent the seepage of hazardous, toxic, or combustible liquids into the ground.

3. All accessory buildings shall be securely anchored to the ground.

4. Pre-engineered accessory building kits shall be installed in accordance with manufacturer's specifications and plans.

E. Cargo Type Containers Retrofit for Residential Storage Use: Cargo containers are commercial equipment. To be used in a residential district for storage purposes they must be modified in their appearance to no longer represent commercial equipment. They must meet the following requirements: a foundation in compliance with Section 8-304 Concrete, Section 8-309 Exterior Wall and Finish, and Section 8-310 Roof Covering. Storage of vehicles and use as habitable space are prohibited. Additionally, they must meet all Zoning district, setback, and bulk regulations.

8-316. DECKS, GAZEBOS, PERGOLAS, and RAMPS

8-316.A: Attached and Free-Standing Decks:

1. A Deck shall be permitted as follows:

a. An attached deck is an exterior floor platform supported with piers, posts, and beams on one side and attachment to the house structural framing members or foundation on other side.

b. A free-standing deck is an independent floor platform supported with piers, posts, and beams without attachment to the house. This design may be permitted without piers with approval of the Building Official.

2. Attached decks:

a. Ledger

(1). Ledger is to be attached to the structural house framing members or foundation.

(2). Attaching ledger solely to masonry veneer is prohibited.

(3). Lateral tension device is required, minimum two.

(4). Ledger shall be flashed in accordance with section 8-311.

(5). Ledger shall be fastened to the structural framing members with one half-inch (1/2") diameter lag screws or one-half inch (1/2") lag bolts. Maximum spacing twenty-four inches on center (24"o.c.).

b. Minimum concrete pier to be 12" diameter- Bottom to be 42" below finished grade.

c. Post to pier connection to be with a galvanized post bracket only. Post embedment into concrete pier is prohibited.

d. Minimum post size to be six inches by six inches (6"x6").

e. Beam should provide positive bearing on post by means of notching post and anchoring the beam to the post with the use of one-half inch (1/2") lag bolts.

f. Maximum joist cantilever is twenty-four inches (24") from edge of beam.

g. Joist spans over eight feet (8') between bearing points require cross bridging or solid blocking at mid-span.

h. Guardrails are required for decks twenty-four inches (24") and above grade.

i. Guardrails shall be a minimum of thirty-six inches (36") high with spindle spacing that will not allow a four-inch (4") sphere to pass between spindles.

j. Guardrails shall be provided on the open sides of stairs.

k. A graspable handrail shall be provided on at least one (1) side of stairs and return on each end.

l. Maximum stairs rise to be seven and three quarters inches (7-3/4").

m. Minimum tread depth to be ten inches (10") clear of tread above.

n. Stair stringer grade termination required to be on a hard surface and supported by concrete piers.

3. Free-Standing decks:

a. Minimum concrete pier to be 12" diameter- Bottom to be 42" below finished grade.

b. Post to pier connection to be with a galvanized post bracket only. Post embedment into concrete pier is prohibited.

c. Minimum post size to be six inches by six inches (6"x6").

d. Beam should provide positive bearing on post by means of notching post and anchoring the beam to the post with the use of one-half inch (1/2") lag bolts.

e. Maximum joist cantilever is twenty-four inches (24") from edge of beam.

f. Joist spans over eight feet (8') between bearing points require cross bridging or solid blocking at mid-span.

g. Guardrails are required for decks twenty-four inches (24") and above grade.

h. Guardrails shall be a minimum of thirty-six inches (36") high with spindle spacing that will not allow a four-inch (4") sphere to pass between spindles.

i. Guardrails shall be provided on the open sides of stairs.

j. A graspable handrail shall be provided on at least one (1) side of stairs and return on each end.

k. Maximum stairs rise to be seven and three quarters inches (7-3/4").

l. Minimum tread depth to be ten inches (10”) clear of tread above.

m. Stair stringer grade termination required to be on a hard surface and supported by concrete piers.

8-316.B: Gazebos:

1. A structure with a permanent roof, intended for shelter, its sides can be open or closed with screens. The roof is intended to provide shade and shed water.

a. Structures on piers are prohibited from enclosure with glass windows.

b. The structural components to be assembled in compliance with the applicable requirements of Section 8-307, Section 8-310, and Section 8-316.1.

8-316.C: Pergolas:

1. An open sided structure supporting overhead nominal lumber or other material meant to provide shade. It is not intended to shed water or protect from any other weather phenomenon.

a. Typically constructed using posts and lattice type materials generally intended to support vegetation.

8-316.D: Ramps:

1. A sloping platform used for access or egress from a structure, landing, or deck.

a. The structural components to be assembled in compliance with the requirements of Section 8-316.1

b. Illinois Accessibility Code requirements for ramps do not apply to residential ramps constructed in One & Two-Family dwellings.

8-316. E: Span Tables:

1. Table #1 for use with common deck joist spans

TABLE 1

DECK JOIST SPANS FOR COMMON LUMBER SPECIES[f] (ft. - in.)

SPECIES[a]	SIZE	SPACING OF DECK JOISTS WITH NO CANTILEVER[b] (inches)			SPACING OF DECK JOISTS WITH CANTILEVERS[c] (inches)		
		12	16	24	12	16	24
Southern pine	2 x 6	9-11	9-0	7-7	6-8	6-8	6-8
	2 x 8	13-1	11-10	9-8	10-1	10-1	9-8
	2 x 10	16-2	14-0	11-5	14-6	14-0	11-5
	2 x 12	18-0	16-6	13-6	18-0	16-6	13-6
Douglas fir-larch[d], hem-fir[d] spruce-pine-fir[d]	2 x 6	9-6	8-8	7-2	6-3	6-3	6-3
	2 x 8	12-6	11-1	9-1	9-5	9-5	9-1
	2 x 10	15-8	13-7	11-1	13-7	13-7	11-1
	2 x 12	18-0	15-9	12-10	18-0	15-9	12-10
Redwood, western cedars, ponderosa pine[e], red pine[e]	2 x 6	8-10	8-0	7-0	5-7	5-7	5-7
	2 x 8	11-8	10-7	8-8	8-6	8-6	8-6
	2 x 10	14-11	13-0	10-7	12-3	12-3	10-7
	2 x 12	17-5	15-1	12-4	16-5	15-1	12-4

a. No. 2 grade with wet service factor.
b. Ground snow load, live load = 40 psf, dead load = 10 psf, L/Δ = 360
c. Ground snow load, live load = 40 psf, dead load = 10 psf, L/Δ = 360 at main span, L/Δ = 180 at cantilever with a 220-pound point load applied to end.
d. Includes incising factor.
e. Northern species with no incising factor.
f. Cantilevered spans not exceeding the nominal depth of the joist are permitted.

2. Table #2 for use with common beam spans

TABLE 2

DECK BEAM SPAN LENGTHS[a, b, g] (feet - inches)

SPECIES[c]	SIZE[d]	DECK JOIST SPAN LESS THAN OR EQUAL TO: (feet)						
		6	8	10	12	14	16	18
Southern pine	1 - 2 x 6	4-11	4-0	3-7	3-3	3-0	2-10	2-8
	1 - 2 x 8	5-11	5-1	4-7	4-2	2-10	3-7	3-5
	1 - 2 x 10	7-0	6-0	5-5	4-11	4-7	4-3	4-0
	1 - 2 x 12	8-3	7-1	6-4	5-10	5-5	5-0	4-9
	2 - 2 x 6	6-11	5-11	5-4	4-10	4-6	4-3	4-0
	2 - 2 x 8	8-9	7-7	6-9	6-2	5-9	5-4	5-0
	2 - 2 x 10	10-4	9-0	8-0	7-4	6-9	6-4	6-0
	2 - 2 x 12	12-2	10-7	9-5	8-7	8-0	7-6	7-0
	3 - 2 x 6	8-2	7-5	6-8	6-1	5-8	5-3	5-0
	3 - 2 x 8	10-10	9-6	8-6	7-9	7-2	6-8	6-4
	3 - 2 x 10	13-0	11-3	10-0	9-2	8-6	7-11	7-6
	3 - 2 x 12	15-3	13-3	11-10	10-9	10-0	9-4	8-10
Douglas fir-larch[e], hem-fir[e], spruce-pine-fir[e], redwood, western cedars, ponderosa pine[f], red pine[f]	3 x 6 or 2 - 2 x 6	5-5	4-8	4-2	3-10	3-6	3-1	2-9
	3 x 8 or 2 - 2 x 8	6-10	5-11	5-4	4-10	4-6	4-1	3-8
	3 x 10 or 2 - 2 x 10	8-4	7-3	6-6	5-11	5-6	5-1	4-8
	3 x 12 or 2 - 2 x 12	9-8	8-5	7-6	6-10	6-4	5-11	5-7
	4 x 6	6-5	5-6	4-11	4-6	4-2	3-11	3-8
	4 x 8	8-5	7-3	6-6	5-11	5-6	5-2	4-10
	4 x 10	9-11	8-7	7-8	7-0	6-6	6-1	5-8
	4 x 12	11-5	9-11	8-10	8-1	7-6	7-0	6-7
	3 - 2 x 6	7-4	6-8	6-0	5-6	5-1	4-9	4-6
	3 - 2 x 8	9-8	8-6	7-7	6-11	6-5	6-0	5-8
	3 - 2 x 10	12-0	10-5	9-4	8-6	7-10	7-4	6-11
	3 - 2 x 12	13-11	12-1	10-9	9-10	9-1	8-6	8-1

a. Ground snow load, live load = 40 psf, dead load = 10 psf, L/Δ = 360 at main span, L/Δ = 180 at cantilever with a 220-pound point load applied to end.
b. Beams supporting deck joists from one side only.
c. No. 2 grade, wet service factor.
d. Beam depth shall be greater than or equal to depth of joists with a flush beam condition.
e. Includes incising factor.
f. Northern species. Incising factor not included.
g. Beam cantilevers are limited to the adjacent beam's span divided by 4.

ARTICLE IV-A. ILLINOIS PLUMBING CODE

8-400: ADOPTION BY REFERENCE:

A. Adoption: There is hereby adopted by reference, as if fully set out herein, that certain code known as The Illinois Plumbing Code as sponsored and published by the Illinois Department of Public Health, together with the following additions, insertions, deletions and amendments hereinafter set forth.

B. Amendments to The Illinois Plumbing Code:

a. Type M, L Copper for above ground domestic water supply piping.

b. Type K Copper for underground domestic water supply piping.

c. All service connections to sanitary sewer mains or septic systems must have an overhead sewer system within the building, with the only exception being slab on grade construction.

d. Pursuant to 17 ILL. Admin. Code 3730.307(c) (4) and subject to the Illinois Plumbing Code (77 ILL. Admin. Code 890) and the Lawn Irrigation Contractor and

Lawn Sprinkler System Registration Code (77 ILL. Admin. Code 892), be it hereby ordained that in the County of DuPage all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U. S. Environmental Protection Agency WaterSense Program), when such labeled fixture are available.

ARTICLE IV-B. RESERVED

ARTICLE V. ILLINOIS ENERGY EFFICIENT BUILDING CODE

8-500: ADOPTION BY REFERENCE:

A. There is hereby adopted by reference, as if fully set out herein, that certain code known as the State of Illinois Energy Efficient Building Code.

B. The Code shall mean the latest published edition of the International Code Council's International Energy Conservation Code as adopted by the Capital Development Board, excluding published supplements but including the amendments and adaptations to the Code that are made by the Board.

ARTICLE VI. NATIONAL ELECTRICAL CODE 2020

8-600: ADOPTION BY REFERENCE:

A. There is hereby adopted by reference, as if fully set out herein, that certain code known as The National Electrical Code, 2020 edition, (NFPA 70-2020) as sponsored

and published by the National Fire Protection Association, together with the following additions, insertions, deletions and amendments hereinafter set forth.

B. Amendments and deletions to the 2020 National Electrical Code:

1. The following articles, sections or subsections of the National Electrical Code 2020 have not been adopted:

Article 320	Armored Cable: Type AC
Article 322	Flat Cable Assemblies: Type FC
Article 324	Flat Conductor Cable: Type FCC
Article 326	Integrated Gas Spacer Cable: Type IGS
Article 330	Metal-Clad Cable: Type MC
Article 332	Mineral-Insulated, Metal-Sheathed Cable: Type MI
Article 334	Nonmetallic-Sheathed Cable: Types NM, NMC & NMS
Article 338	Service-Entrance Cable: Types SE & USE
Article 354	Nonmetallic Underground Conduit with Conductors: Type NUCC
Article 356	Liquid tight Flexible Nonmetallic Conduit: Type LFNC
Article 362	Electrical Nonmetallic Tubing: Type ENT
Article 378	Nonmetallic Wireways
Article 382	Nonmetallic Extensions
Article 388	Surface Nonmetallic Raceways
Article 394	Concealed Knob-and-Tube Wiring
Article 396	Messenger Supported Wiring

Article 398	Open Wiring On Insulators

2. Any reference in said code to the “authority having jurisdiction” shall mean the Building Official of the County of DuPage, Illinois.

3. The following chapters, articles, sections and subsections of the National Electrical Code 2020 to be amended as follows:

1. Chapter 2, “Wiring and Protection,” is amended as follows:

Table 210-21(B)(3) “Receptacle Ratings for Various Size Circuits” is hereby amended by adding:

Note: Only 20-Ampere receptacles to be used on 20-Ampere circuits.

a. Subsection 210-52 (G), "Basements and Garages," of Section 210.52, “Dwelling Unit Receptacle Outlets,” is amended as follows:

210.52(G)(3) A minimum of one ceiling receptacle outlet shall be installed at each overhead garage door in all attached garages and detached garages with electrical power.

b. Section 210-52, “Dwelling Unit Receptacle Outlets,” of Chapter 2, “Wiring and Protection,” is amended as follows:

210.52(I) Attics. In dwelling units required to have a radon control system, at least one receptacle outlet shall be installed in a location approved by the Building Official.

c. Subsection 210.70(A)(2), “Additional Locations,” of Section 210.70, “Lighting Outlets Required,” is amended as follows:

210.70(2)(a) At least one wall switch-controlled lighting outlet shall be installed in hallways, stairways, attached garages and detached garages with electric power. Said wall switch shall not be located beyond five feet (5') from the point of entry to a room, including cellars or basements.

210.70(A)(4) Switching or controls for lighting fixtures shall not be used as a switching or control means for exhaust fans.

d. Subsection 210-70(B), "Guest Rooms or Guest Suites," of Section 210.70, “Lighting Outlets Required,” is amended as follows:

Exception No. 3: Switches in bathrooms shall be at least five feet (5') from the inside edge of any bathtub or shower unless protected by ground-fault circuit-interrupter protection for personnel. All light and/or exhaust fixtures located

above bathtubs or showers shall be protected by ground-fault circuit-interrupter protection for personnel and approved for this type location.

210.70(B)(1) Switching or controls for lighting fixtures shall not be used as a switching or control means for exhaust fans.

e. Section 230-79, "Rating of Service Disconnecting Means," of Chapter 2, "Wiring and Protection," is amended as follows:

230.79(C) One Family Dwelling. For a one and two-family dwelling, the service disconnection means shall have a rating of not less than 200-amperes, three (3) wire and be located on the principle structure, one (1) service per dwelling unit, unless otherwise approved by the Building Official.

f. Section 250.92, "Services," of Chapter 2, "Wiring and Protection," is amended as follows:

250.92(B)(5) All conduits larger than 1" (one inch) installed in concentric and eccentric knockouts shall have bonding-type locknuts with bonding jumpers.

2) Chapter 3, "Wiring Methods and Materials," is amended as follows:

a. Subsection 310.1, "Scope," of Section 310, "Conductors for General Wiring," is amended to read as follows:

310.1 "Scope," This article covers general requirements for conductors and their type designations, insulations, makings, mechanical strengths, ampacity ratings, and uses. These requirements do not apply to conductors that form an integral part of equipment, such as motors, motor controllers, and similar equipment, or to conductors specifically provided for elsewhere in this Code. All conductors and wiring should be copper conductors. Conductors made of any other material, including aluminum, shall not be permitted and all other references to conductors, other than copper, shall be deemed as deleted from this Code.

b. Subsection 310.2(B), "Conductor Material," of Section 310, "Conductors for General Wiring," is amended to read as follows:

310.2(B), "Conductor Material," Conductors in this Code shall be of copper only.

c.314.27(A) "Boxes at Luminaires or Lamp holder Outlets" is hereby amended by adding the following:

Any luminaire (light fixture) outlet box located such that a ceiling-suspended (paddle) fan may be installed shall meet the requirements of Subsections 314.27(D) and 422.18.

d. Section 352.10, “Uses Permitted,” of Chapter 3, “Wiring Methods and Materials,” is amended as follows:

352.10(A), (C), (D), (E), (F), & (H) are deleted.

352.10(G) Underground Installations.

352.10(J) For Residential Low-Voltage Systems.

352.10(K) Other Locations as Approved by Building Official.

e. Section 358.12, “Uses Not Permitted,” of Chapter 3, “Wiring Methods and Materials,” is amended as follows:

(7) Not allowed in contact with earth, within or under floor slabs.

ARTICLE 391
LOW VOLTAGE SYSTEMS

a. Subsection 391.1, “Scope,” of Section 391, “Low Voltage Systems,” is added to read as follows:

391.1 “Scope,” This article covers all low voltage wire systems.

Exception: Burglar alarm systems and residential sound systems.

b. Subsection 391.2, “Installation,” of Section 391, “Low Voltage Systems,” is added and amended to read as follows:

391.2, “Installation,” Circuits operating at less than 50 volts shall be installed in a neat and workmanlike manner. Cables shall be supported by the building structure in such a manner that the cable will not be damaged by normal building use.

1. Concealed low voltage-type wiring systems shall be installed in an approved metallic raceway system.

2. Rigid non-metallic raceway systems shall be allowed for residential use only.

3. Commercial concealed low voltage-type wiring systems to be installed in metallic raceways.

3) Chapter 4, “Luminaires, Lamp holders and Lamps” is amended as follows:

a. Subsection 410.10(D)(1) “Bathtub and Shower Areas,” of Section 410.10 “Luminaires in Specific Locations,” is amended as follows:

410.10(D) Bathtub and shower areas. No parts of cord-connecting luminaires, chain, cable, or cord-suspended luminaries, lighting tack, pendants or ceiling-suspended (paddle) fans shall be located within a zone measured 3' (three feet) horizontally and twelve feet (12') vertically from the top of the bathtub rim or shower stall threshold. This zone is all encompassing and includes the space directly over the tub or shower stall. Luminaires located within the actual outside dimension of the bathtub or shower to a height of twelve feet (12') vertically from the top of the bathtub rim or shower threshold shall be marked for damp locations, or marked for wet locations where subject to shower spray.

ARTICLE –VII. INTERNATIONAL BUILDING CODE 2021

8-700: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as in fully set out herein, that certain code known as The International Building Code 2021 edition, as sponsored and published by the International Code Council, Inc., together with the following additions, insertions, deletions and amendments: hereinafter set forth.

1. Deletions and amendments to the International Building Code 2021:

a. The following chapters and sections of the International Building Code 2021 have not been adopted:

1) Chapter 1, Administration

2) Chapter 29, Plumbing Systems

3) Chapter 32, Encroachments To The Public Right-Of-Way

b. The International Building Code 2021 is amended as follows:

2. Chapter 2, "Definitions," is amended as follows:

a. Subsection 201.5, "Conflicting Definitions," of Section 201, "General," is added to read as follows:

201.5 Conflicting Definitions. In the event any definition(s) listed in Section 201 conflict with any definition(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them in those Codes or Ordinances.

3. Chapter 4, "Special Detailed Requirements Based on Use And Occupancy," is amended as follows:

a. Section 427, "Principal Arterial Office Use," of Chapter 4, “Special Detailed Requirements Based on Use and Occupancy,” is added to read as follows:

SECTION 427
PRINCIPAL ARTERIAL OFFICE USE

427.1 General. The provisions of this section govern existing homes being converted specifically into an office use which meet all requirements, provisions and definitions set forth in the DuPage County Zoning Ordinance as a principal arterial office (PAO). The following criteria and exceptions to the DuPage County Building Code must be met, in conjunction with any Zoning Ordinance requirements, in order to qualify for this specific use:

1. Required automatic fire suppression system coverage in attic spaces may be waived if all attic use, including storage, is prohibited and proper heat detection coverage is provided in attic spaces.

2. Where required, additional remote exiting from the basement areas may be waived where the basement use is limited to storage only.

3. A maximum gross floor area of 2500 square feet, including a basement, is allowable without any further on-site firefighting water or automatic fire suppression system requirements.

4. The maximum number of employees working at any one time shall be five (5) before separate toilet facilities for men and women are required.

5. Provide an accessible exterior route and entrance.

6. Provide a minimum of one (1) accessible toilet room.

4. Chapter 5, "General Building Height and Areas," is amended as follows:

a. Subsection 502.1, "Definitions," of Section 502, "Definitions," is amended by adding the following:

BASEMENT. That portion of a building having one half (1/2) or more of its height below the average grade of the adjoining ground.

STORY ABOVE GRADE. Any story having it's finished floor surface entirely above grade, except that a basement shall be considered as a story above grade where the finished floor surface of the basement is one half (1/2) in height or four feet (4'), below the average grade of the adjoining ground.

5. Chapter 9, "Fire Protection Systems," is amended as follows:

a. Section 903, “Automatic Fire Sprinkler Systems,” of Chapter 9, “Fire Protection Systems is and amended as follows:

903.1 General. Automatic fire sprinkler systems shall comply with this section.

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with section 904 shall be permitted when recognized by the applicable standard and approved by the Building Official.

b. Subsection 903.2, “Where Required,” of Section 903, "Automatic Sprinkler Systems," is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the use groups described in Table 903.2.

TABLE 903.2

REQUIRED FIRE PROTECTION SYSTEMS BY USE GROUP

Automatic Fire Suppression Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 2000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exception:

1. One and two-family dwellings.

2. Day-care homes which receive no more than 8 children under the age of 12 (including the provider’s own children) and which do not have any outside employees shall not be required to have fire sprinklers.

c. Subsection 907.2, “Where Required – New Buildings and Structures,” of Section 907, “Fire Alarm and Detection Systems,” is amended as follows:

907.2 Where required – buildings and structures. An approved automatic fire alarm system installed in accordance with the provisions of this Code, Table 907.2, and NFPA 72 shall be provided in buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this Code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic smoke detectors, fire detectors or water-flow detection devices.

TABLE 907.2

Fire Alarm Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 1000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exception:

1. One and two-family dwellings.

2. Day-care homes which receive no more than 8 children under the age of 12 (including the provider's own children) and which do not have any outside employees shall not be required to have monitored fire alarm system.

6. Chapter 34, "Existing Structures," is added as follows:

SECTION 3401
HISTORICAL STRUCTURE

a. Section 3401, "Historical Structure," is added as follows:

HISTORICAL STRUCTURE. Structures located within the unincorporated areas of DuPage County will be considered to be of historical/architectural importance if they meet the following criteria:

A structure is listed on the National Register of Historical Places, or

A structure is listed on the Illinois Register of Historic Places, or

A structure is at least fifty (50) years old and meets one of the following criteria:

a. Unique Architecture.

To be considered architecturally unique, a structure must meet at least one of the following characteristics:

Physical features or traits that are fully integrated with the lines and massing of the overall style of the structure. (Add-on features that are not in

keeping with the overall style will not make a structure architecturally important.)

It is specimen of its type or period of construction. Such a structure must be a major building of its type. (A structure is not architecturally important only if it is the only building of a type or style.)

It is the work of a master. A master is a figure of generally recognized greatness in a field, a known craftsman of consummate skill.

b. Historic Event

A structure must be associated with an historic event or trend, and then it must retain historic integrity. The property's association with the event must itself be considered important as well. (Mere association with historic events or trends, in and of itself, does not qualify a structure as historically important.)

c. Persons with Historical Contribution

A structure must be associated with individuals who have made an important contribution to history. This association must be documented and demonstrably important in the local, state or national context.

SECTION 3402
CONVERSION TO CONDOMINIUM

a. Section 3402, “Conversion to Condominium,” is added as follows:

3402.1 “Requirements for Conversions To Condominium.” In the case of the conversion of an apartment building into condominium units, the County shall have the right to inspect the apartment building prior to the conversion to condominium units and require that each proposed condominium unit, as well as all common areas, comply with the current life safety, building and zoning codes and ordinances of DuPage County.

Life safety features shall include but are not limited to the installation of, or improvements to, the following:

1. Fire sprinkler system
2. Fire alarm system
3. Environmental barriers and accessibility
4. Exiting
5. Means of egress lighting

3402.2 “Conversion to Condominium.” A property which contains structures, excepting those newly constructed and intended for condominium ownership, which are, or have previously been, wholly or partially occupied before recording

of condominium instruments by persons other than those who have contracted for the purchase of condominiums.

ARTICLE VIII. INTERNATIONAL MECHANICAL CODE 2021

8-800: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Mechanical Code 2021 edition, together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, “Administration," is deleted in its entirety.

2. Chapter 2, "Definitions," is amended as follows:

a. Subsection 201.5, “Conflicting Definitions,” of Section 201, "General," is added to read as follows:

201.5 Conflicting Definitions. In the event any definitions(s) listed in Section 201 conflict with any definition(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them as in those Codes or Ordinances.

3. Chapter 9, “Specific Appliances, Fireplaces and Solid Fuel-Burning Equipment,” is added to read as follows:

a. Section 929, “Outdoor Wood-Burning Furnaces,” of Chapter 9, “Specific Appliances, Fireplaces and Solid Fuel-Burning Equipment,” is added to read as follows:

Section 929

Outdoor Wood-Burning Furnaces

929.1 General. Outdoor Wood-burning Furnaces shall be listed, labeled and installed in accordance with the manufacturers’ instructions and with the conditions of the product listing. Factory-built wood-burning furnaces shall be tested in accordance with ANSI/UL 391, “Solid-Fuel and Combination-Fuel Central and Supplementary Furnaces.”

929.2 Smoke Dispersion. To ensure proper smoke dispersion the following chimney heights shall apply:

1. If located fifty feet (50’) or less to any residence not served by the furnace, the stack shall be at least two feet (2’) higher than the eave line of that residence.

2. If located more than fifty feet (50’) but no more than one hundred feet (100’) to any residence, the stack shall be at least seventy-five percent (75%) of the height of the eave line of that residence, plus an additional two feet (2’).

3. If located more than one hundred feet (100’) but no more than one hundred fifty feet (150’) to and residence, the stack shall be at least fifty percent (50%) of the height of the eave line of that residence, plus an additional two feet (2’).

4. If located more than one hundred fifty feet (150’) but no more than two hundred feet (200’) to any residence, the stack shall be at least twenty-five percent (25%) of the height of the eave line of that residence, plus an additional two feet (2’).

929.3 Smoke produced by an outdoor wood-burning furnace shall not pose a nuisance to nearby residences when the furnace is installed on a lot located in a densely wooded area or area of uneven terrain.

929.4 Wood fuels. Wood fuels consumed in wood burning outdoor fireplaces shall support complete combustion. The burning of wood products that produce excess smoke due to high moisture content shall be prohibited.

929.5 Burning improper fuels. Only fuels approved by the manufacturer shall be used. The burning of trash, household garbage, paper, plastics, yard waste and flammable liquids is prohibited.

ARTICLE IX. INTERNATIONAL PROPERTY MAINTENANCE CODE 2021

8-900: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as in fully set out herein, that certain code known as The International Property Maintenance Code 2021 edition, is hereby adopted and incorporated by reference as sponsored and published by the International Code Council, Inc., together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety.

2. Chapter 2, “Definitions,” is amended as follows:

a. Section 201, "General," of Chapter 2, “Definitions,” is amended as follows:

201.6 Conflicting definitions. In the event any definition(s) listed in Section 201, "General," conflict with any other definitions(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them as in those Codes or Ordinances.

b. Section 202, "General Definitions," of Chapter 2, “Definitions,” is amended as follows:

Graffiti. In addition to its usual and customary meaning of defacing walls or structures with messages or slogans, "graffiti" shall also mean any letter, numeral, figure, emblem, insignia, picture, outline, character, spectacle, delineation, announcement, word, phrase, diagram, symbol, sketch, inscription or representation wherein the contents thereof are visible to any member of the general public and which contains references to sexual activity, diagrams relating to sexual activity or sexual organs, references to criminal activities or groups which promote or are involved in criminal activity, swearing or fighting words, defamatory materials about any person, references to relationships or any marking of any kind whatsoever which results in damage to, defacing of, marring of, or discoloring of any sidewalk, vehicle, equipment, lamp, lamp post or the interior/exterior surface of a wall, fence, door, building or other structure.

3. Chapter 3. “General Requirements,” is amended as follows:

a. Section 301 "General,” of Chapter 3, “General Requirements,” is amended as follows:

301.4 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the Building Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a fire hazard to the occupants of the structure or to the public.

301.5 Closing of vacant structures. If a structure is vacant and deemed unfit for human habitation and occupancy, and is not in danger of collapse, the Building Official is authorized to issue a Violation Notice on the premises and order the structure closed up so as not to be an attractive nuisance.

b. Subsection 302.4, "Weeds," and 302.8, “Motor Vehicles,” of Section 302 “Exterior Property Areas,” are deleted in their entirety.

c. Subsection 304.14, "Insect Screens," of Section 304, "Exterior Structure," is amended as follows:

304.14 Insect Screens. (Insert: May 1 to November 1.)

d. Subsection 306.1.1, “Unsafe Conditions,” of Section 306, “Component Serviceability,” is amended as follows:

306.1.1 Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the DuPage County Building Code. (Remainder of subsection 306.1.1 to remain as original.)

e. Section 310, "Public Nuisances," of Chapter 3, “General Requirements,” is amended as follows:

310 .0 Public nuisances. Public nuisance means a building or structure that is a menace to the public health, welfare, or safety; that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment; or that is at risk of collapse, or is partially collapsed.

4. Chapter 5, “Plumbing Facilities and Fixture Requirements,” is amended as follows:

a. Subsection 502.5, “Public Toilet Facilities,” of Section 502, “Required Facilities,” is amended as follows:

502.5 Public Toilet Facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the Illinois State Plumbing Code as amended by DuPage County. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

b. Subsection 503.3, "Location of Employee Toilet Rooms," of Section, “503, “Toilet Rooms,” is deleted in its entirety.

5. Chapter 6, “Mechanical and Electrical Requirements,” is amended as follows:

a. Subsection 602.2 “Residential Occupancies,” of Section 602, “Heating Facilities,” is amended as follows:

602.2 Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of sixty-eight (68) degrees (twenty (20) degrees C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

b. Subsection 602.3, "Heat Supply," of Section 602, "Heating Facilities," is amended as follows:

602.3 Heat Supply. Insert: September 1 to May 1.

Exception: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

c. Subsection 602.4, "Occupiable Workspaces," of Section 602, “Heating Facilities,” is amended as follows:

602.4 Occupiable Workspaces. Insert: September 1 to May 1.

6. Chapter 7, "Fire Safety Requirements,” is amended as follows:

a. Subsection 702.5, "Emergency Escape and Rescue Openings," of Section 702, "Means of Egress," is added to read as follows:

702.5 Emergency escape. Every sleeping room, occupied room or habitable space located in a basement shall have at least one (1) openable window or exterior door approved for emergency egress or rescue; or shall have access to not less than two approved independent exits.

7. Chapter 8, "Referenced Standards," is amended as follows:

Delete any references to the International Existing Building Code, International Plumbing Code, International Residential Code, International Zoning Code and insert in lieu thereof: DuPage County Building Code.

8. Appendix A, “Boarding Standard,” is adopted in its entirety.

ARTICLE X. INTERNATIONAL FUEL GAS CODE 2021

8-1000: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Fuel Gas Code 2021 edition, as sponsored and published by the International Code Council, Inc., together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety.

2. Chapter 2, “Definitions,” is amended as follows:

a. Section 201, “General,” of Chapter 2, “Definitions,” is amended as follows:

201.5 Conflicting Definitions. In the event any definition(s) listed in Section 201 conflict with any definition(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them in those Codes or Ordinances.

ARTICLE XI. INTERNATIONAL FIRE CODE 2021

8-1100: ADOPTION BY REFERENCE:

There is adopted, as fully set out herein, those certain codes known as the International Fire Code 2021 edition, as sponsored and published by the International Code Council, with the following additions, insertions, deletions and amendments hereinafter set forth.

International Fire Code 2021 Edition

1. Chapter 1, "Administration," is deleted in its entirety.

2. Chapter 4, “Emergency Planning and Preparedness,” is amended as follows:

a. Section 408, “Automated External Defibrillators,” of Chapter 4,” Emergency Planning And Preparedness,” is added to read as follows:

SECTION 408
AUTOMATED EXTERNAL DEFIBRILLATORS (AED’s)

408.1 General. The provisions of this section shall govern the requirements for AEDs in new and existing commercial occupancies.

408.2 Where Required. An operational AED shall be installed in the following occupancies.

1. Where required by Illinois State Statute or other Authority Having Jurisdiction (AHJ).
2. Use Groups (A, E, I)
3. Use Groups (B, F, H, M) with an occupant load greater than 100 persons.
4. Use Group (R)

Exception: “R” use group structures classified as a single-family residence and not regulated elsewhere in this Code.

408.3 Compliance Required. It shall be the responsibility of the business owner to comply with Illinois Compiled Statues Chapter 410 ILCS 4/and the provisions of this code.

408.4 Location of Devices. Device shall be located in the following areas.

1. At least one operational AED shall be provided in a location accessible to the general public.
2. Travel distance to an operational AED shall not exceed 200 feet in any direction.

408.5 Device Security. AED devices shall be housed in a protected cabinet equipped with a local Audio/Visual (A/V) device that will activate upon opening of the AED cabinet.

408.6 Signage Required. Signage as approved by the Building Official shall be provided in the vicinity of the main entrance to notify occupants that an AED is located on sight. Additional signage shall also be required in the immediate vicinity of any and all additional devices.

4. Chapter 9, "Fire Protection Systems," is amended as follows:

a. Section 903, Automatic Fire Sprinkler Systems," of Chapter 9, “Fire Protection Systems,” is amended to read as follows:

903.1 General. Automatic fire sprinkler systems shall comply with this section.

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted when recognized by the applicable standard and approved by the Building Official.

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided in the locations described in Table 903.2 of the International Building Code and Table 903.2 of the International Fire Code.

TABLE 903.2

REQUIRED FIRE PROTECTION SYSTEMS BY USE GROUP

Automatic Fire Suppression Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 2000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exceptions:

1. Detached single-family homes in “R” use group must supply a letter from the local fire department/fire district, prior to issuance of any new residential home or addition permit, indicating compliance with their local fire codes or ordinances.

2. Day-care homes which receive no more than 8 children under the age of 12 (including the provider’s own children) and which do not have any outside employees shall not be required to have fire sprinklers.

c. Subsection 907.2, “Where Required – New Buildings And Structures,” is amended as follows:

907.2 Where required – buildings and structures. An approved automatic fire alarm system installed in accordance with the provisions of this code, Table 907.2, and NFPA 72 shall be provided in buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic smoke detectors, fire detectors or water-flow detection devices.

TABLE 907.2
REQUIRED FIRE ALARM SYSTEMS BY USE GROUP

Fire Alarm Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 1000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exception: One and two-family dwellings.

ARTICLE XII. INTERNATIONAL EXISTING STRUCTURES CODE 2021

8-1200: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Existing Structures Code 2021 edition, together with the following additions, insertions, deletions, and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety.

ARTICLE XIII. INTERNATIONAL SWIMMING POOL AND SPA CODE 2021

8-1300: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Swimming Pool and Spa Code 2021 edition, together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety

APPENDIX A. BUILDING MATERIALS STANDARDS

Compliance with the standards and publications as listed in the ~~2015~~ currently adopted edition of the International Building Code, ~~latest amendments~~ as amended, shall serve as a guide in determining the acceptability and use of materials wherever in the rules and regulations, appendix A, is referred to, provided the standards are not in conflict with specific requirements of this Building Code.

~~APPENDIX B. ILLUSTRATIONS~~

~~TABLES~~

~~PAGE~~

~~FLOOR JOISTS~~

~~30# LIVE LOAD, 10# DEAD LOAD~~ ~~I~~

~~40# LIVE LOAD, 10# DEAD LOAD~~ ~~II~~

~~FASTENING SCHEDULE~~

~~NAIL~~ ~~III and IV~~

~~CEILING JOISTS~~

~~10# LIVE LOAD, 5# DEAD LOAD~~ ~~V~~

~~20# LIVE LOAD, 10# DEAD LOAD~~ ~~VI~~

~~ROOF RAFTERS~~

~~FLAT ROOF OR CATHEDRAL CEILING~~ ~~VII~~

~~WITH DRYWALL FINISH~~

~~ROOF PITCH GREATER THAN 3 IN 12~~ ~~VIII~~

~~NO CEILING FINISH~~

~~FASTENING SCHEDULE~~

~~ROOF AND CEILING CONSTRUCTION~~ ~~IX~~

~~NAIL~~

~~FASTENING SCHEDULE~~

~~ROOF COVERINGS~~ ~~X AND XI~~

~~NAIL~~

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~~NAIL~~	
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END

Enacted Ordinance 1948; Amended Ordinance B-001-85, May 28, 1985.
Amended OBL-001-89, July 11, 1989.
Amended OBD-001-92, November 24, 1992.
Amended OBD-001-97, July 8, 1997.
Amended OBD-001-98, March 23, 1998
Amended ODSB-01-00, February 22, 2000
Amended ODCB-01-02, January 22, 2002
Amended ODCB-01-04, February 24, 2004
Amended ODCB-01-05, October 25, 2005
Amended ODBC-01-06, November 28, 2006
Amended ODCB-0001-07, November 13, 2007
Amended ODCB-0001-08, August 12, 2008
Amended ODCB-0001-09, August 25, 2009
Amended DC-O-0030-15, August 11, 2015
Amended DC-O-0041-16, October 25, 2016
Amended DC-O-0018-17, May 23, 2017
Amended DC-O-0068-18, October 9, 2018
Amended DC-O-0099-21, October 26, 2021
Amended DC-O-0062-23, November 14, 2023

DU PAGE COUNTY

BUILDING CODE

THE CODE

OF

DUPAGE COUNTY

General Enactments

of the

County

Amended, November 14, 2023

Effective January 1, 2024

CHAPTER 1 BUILDING CODE

Art. I. Building Code, Sections 8-100
Art. II. Minimum Planning Requirements, Sections 8-200
Art. III. Minimum Construction Requirements, Sections 8-300
Art. IV-A. Illinois Plumbing Code, Section 8-400
Art. IV-B. Reserved
Art. V. Illinois Energy Efficient Building Code, Section 8-500
Art. VI. National Electrical Code 2020, Section 8-600
Art. VII. International Building Code 2021, Section 8-700
Art. VIII. International Mechanical Code 2021, Section 8-800
Art. IX. International Property Maintenance Code 2021, Section 8-900
Art. X. International Fuel Gas Code 2021, Section 8-1000
Art. XI. International Fire Code 2021, Sections 8-1100
Art. XII. International Existing Structures Code 2021, 8-1200
Art. XIII. International Swimming Pool and Spa Code 2021, 8-1300

BUILDING CODE

Unlike the other codification numbers, the Building Code is numbered on a one hundred (100) section number basis. An eight (8) has been added to each section of the Building Code to denote "Chapter 8". In addition, each section is divided into a subsection, which is numbered on a decimal basis or alphabetical basis (i.e. 8-100.1, 8-100.2, 8-220.A, 8-200.B. etc.) The hundred series has been established by the Building Division of the Building & Zoning Department and is preserved in the DuPage County Code.

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END

CHAPTER 8
BUILDING CODE

ARTICLE I. BUILDING CODE

8-100: SCOPE:

8-100.1: Title:

These regulations shall be known as the DuPage County Building Code hereinafter referred to as "this Code".

1. Additional County regulations frequently referenced within this Code include the DuPage County Zoning Ordinance and the DuPage Countywide Stormwater and Floodplain Ordinance (CSFPO)

8-100.2: Purpose of Code:

The purpose of this Code is to provide safety, health and public welfare through structural strength and stability, means of egress, adequate light and ventilation, energy conservation and protection to life and property from fire and hazards incidental to the use, design, construction, alteration, relocation, removal or demolition of buildings and structures.

8-100.3: Scope:

These regulations shall control all matters concerning the construction, alteration, addition, repair, relocation, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, and shall apply to existing or proposed buildings and structures: except as such matters are otherwise provided for in other ordinances or statutes, or in the rules and regulations authorized for promulgation under the provisions of this Code.

8-100.4: Referenced Codes and Standards:

The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and referenced codes and standards, the provisions of this Code shall apply.

8-100.5: Code Remedial:

This Code shall be construed to secure its expressed intent, which is to ensure public safety, health and welfare insofar as they are affected by building construction, through structural strength, adequate egress facilities, sanitary equipment, light and ventilation, and fire safety: and, in general, to secure safety to life and property from all hazards

incident to the design, erection, repair, removal, demolition or use and occupancy of buildings, structures or premises.

8-101: APPLICABILITY:

8-101.1: General:

The provisions of these regulations shall cover all matters affecting or relating to buildings and structures, within unincorporated DuPage County and as set forth in section 8-100 of this article.

8-101.2: Exemptions:

Exemptions: A building or structure shall not be constructed, added to, extended, repaired, removed, relocated, demolished, or altered, or the occupancy or use thereof changed in violation of these provisions. The following activities, buildings and structures shall be deemed exempt from the application of this Code as hereafter provided for:

1. Ordinary repairs and maintenance.

2. Re-roofing and/or residing where the installation of the new roofing and/or siding is over existing roofing and/or siding. Maximum of two (2) overlay roofs permitted for a total of three (3) roofs permitted.

3. Buildings and structures used for or intended for use for agricultural purposed on tracts of land with an agricultural use.

4. Nonconforming buildings and structures provided that such buildings or structures are not further added to, altered, repaired, moved or relocated.

8-101.3: Matters Not Covered:

Any requirement essential for structural, fire or sanitary safety of an existing or proposed building or structure, or essential for the safety of the occupants thereof, and which is not specifically covered by this Code, shall be determined by the Building Official.

8-101.4: Continuation of Unlawful Use And Occupancy:

The continuation of the occupancy or use of a building or structure, or part thereof, contrary to the provisions of this Code, or to maintain, use or occupy any building or structure, or part thereof, constructed, built, altered, added to, relocated, repaired or moved in violation of this Code, shall be deemed a violation and subject to the penalties prescribed in section 8-117.4 of this article.

8-101.5: Other Regulations:

When the provisions herein specified for health, safety and welfare are more restrictive than other regulations, this Code shall control; but in any case, the most restrictive requirements of either the Building Code or other regulations shall apply whenever they may be in conflict.

8-102: VALIDITY:

8-102.1: Partial Invalidity:

In the event any part or provision of this Code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions thereof, which may or shall be determined to be legal; and it shall be presumed that this Code would have been passed without such illegal or invalid parts or provisions.

8-102.2: Segregation of Invalid Provisions:

Any invalid part of this Code shall be segregated from the remainder of the Code by the court holding such part invalid, and the remainder shall remain effective.

8-102.3: Decisions Involving Existing Structures:

The invalidity of any provision in any section of this Code as applied to existing buildings and structures shall not be held to affect the validity of such section in its application to buildings and structures hereafter erected.

8-103: EXISTING BUILDINGS AND STRUCTURES:

8-103.1: Continuation of Nonconforming Use:

The legal use and occupancy of any nonconforming building or structure existing on the date of adoption of this Code or for which it has been heretofore approved, may be continued without change, except as may be specifically covered in this Code, or as may be deemed necessary by the Building Official for the general health, safety and welfare of the occupants and the public.

8-103.2: Change in Use:

It shall be unlawful to make any change in the use, occupants or occupancy of any structure or portion thereof which would subject it to any special provisions of this Code without approval of the Building Official, and the Building Official's certification that such structure meets the intent of the provisions of law governing building construction for the proposed new use and occupancy, and that such change does not result in any greater hazard to public safety or welfare.

8-103.3: Alterations or Repairs:

Existing buildings or structures altered or repaired, either by voluntary or by involuntary act that meets any of the criteria below, as determined by the Building Official, shall

upgrade all life-safety systems and features, building components, assemblies, equipment, and be made to conform to the current requirements of this Code. Alterations and/or repairs shall not cause an existing building or structure to become unsafe or adversely affect the performance of the building or structure.

1. Commercial:

a. Any repair, reconstruction, rehabilitation, addition, or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds twenty-five percent (25%) of the market value of a structure before the improvement or repair is started as determined by the Building Official

b. A project that increases or decreases the number of tenant spaces in a building.

c. Any change in use group.

d. A change in the operations of a use group that poses a greater risk to life-safety.

2. One and Two-family Dwellings:

Where fifty percent (50%) or more of the existing floor area is being remodeled, altered or demolished or where the square footage of the existing structure is increased by fifty percent (50%) or more, the entire structure shall be constructed as new construction and shall meet all the requirements for such as set forth in this Code. Where one hundred fifty square feet (150 sq.ft.) or more of the existing roofing or siding on the exterior is damaged the entire exterior shall be constructed as new construction as determined by the Building Official.

8-103.4: Increase in Size:

If the building or structure is increased in gross floor area or number of stories, the entire building or structure shall be made to conform with the requirements of this Code in respect to means of egress, fire protection, fire suppression, light and ventilation and life-safety. (Exception: one and two-family dwellings.)

8-104: PERFORMANCE STANDARDS:

Any new construction, reconstruction, interior or exterior alteration, modification or addition or similar type building alteration shall be reviewed for building and zoning compliance including the Conditional Use zoning review process as established in the County Zoning Ordinance as part of the building permit application process where such work involves any development of buildings, structures and/or uses related to air pollutants, toxic substances and explosive materials storage.

8-104.1: Particulate Matter Emissions:

A. In the R-1, R-2, R-3, R-4, R-5, R-6, R-7 residence districts, the B-1, B-2 business districts, the O office district, the O-R office research and I-1 light industrial districts, no persons shall cause or allow the emission of particulate matter, through one or more stacks, vents, ducts, or chimneys into the atmosphere in excess of one pound per hour per acre of property or five (5) tons per year per acre of property, whichever is less.

B. In the I-2 general industrial district, no persons shall cause or allow the emission of particulate matter, through one or more stacks, vents, ducts, or chimneys into the atmosphere in excess of five (5) pounds per hour per acre of property or ten (10) tons per year per acre of property, whichever is less.

C. Tests for particulate matter shall be conducted in accordance with state of Illinois air pollution control regulations.

8-104.2: Fugitive Particulate Matter Emissions:

A. In the R-1, R-2, R-3, R-4, R-5, R-6, R-7 residence districts, the B-1, B-2 business districts, the O office district, the O-R office research and I-1 light industrial districts, no persons shall cause or allow the emission of fugitive particulate matter, across lot lines which is visible by an observer looking generally toward the zenith, beyond the property line. Total suspended particulate concentrations across lot line shall not exceed twenty-five (25) micrograms per cubic meter above background. No outdoor stockpiling of powdered or granular material subject to dusting is permitted.

B. In the I-2 general industrial district, no persons shall cause or allow the emission of fugitive particulate matter, across lot lines which are visible by an observer looking generally toward the zenith, beyond the property line. Total suspended particulate concentrations across district boundary lines shall not exceed fifty (50) micrograms per cubic meter above background.

C. As part of any new construction, reconstruction, interior or exterior alterations, modifications or additions or similar type building alterations shall be reviewed for building and zoning compliance including Conditional Use review process as established in the County Zoning Ordinance as part of the building permit application process where such work involves any development of buildings, structures and/or uses related to air pollutants, toxic substances and explosive materials storage including but not limited to the following:

(1) Facilities emitting more than one hundred (100) tons per year, or five hundred fifty (550) pounds per operating day of carbon monoxide, ethylene oxide, nitrogen oxides, particulate matter, organic material, Sulphur dioxide or any other air contaminant designated by the State of Illinois as harmful to human health.

8-104.3: Storage, Handling, Transport:

A. The use, storage, handling, or transport of toxic substances shall comply with the requirements of applicable State of Illinois rules and regulations.

8-104.4: Explosive Materials Storage; Conditional Use:

A. Except by conditional use any building permit application involving the use and/or storage, utilization or manufacture of materials or products in quantities exceeding five (5) pounds which decompose by detonation shall be permitted.

(1) Such materials shall be stored, utilized, and manufactured in accordance with applicable rules and regulations of the DuPage County Building Code and Zoning Ordinance.

(2) Materials which decompose by detonation include, but are not confined to, all primary explosives such as lead azide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, TNX, EMM, PETN and picric acid; propellants and components thereof, such as dry nitrocellulose, black powder, boran hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium powder, potassium chlorate and potassium nitrate; blasting explosives such as dynamite and nitroglycerine; unstable organic compounds such as acetylides, tetrazoles and ozonides including but not limited to ethylene oxide, nitrogen oxide, particulate matter, organic material, Sulphur dioxide; unstable oxidizing agents such as perchloric acid, perchlorates, chlorates, and hydrogen peroxide in concentrations greater than thirty five percent (35%); and nuclear fuels, fissionable materials and products, and reactor elements such as Uranium 235 and Plutonium 239.

8-105: RESERVED:

8-106: MOVED STRUCTURES:

8-106.1: Compliance:

Buildings and structures moved into or within the jurisdiction shall comply with the provisions of this Code for new buildings and structures and shall not be used or occupied in whole or in part until the Certificate of Use and Occupancy shall have been issued by the Building Official.

8-107: APPROVAL:

8-107.1: Approved Materials and Equipment:

All materials, equipment and devices approved for use by the Building Official shall be constructed and installed in accordance with such approval.

8-107.2: Performance-Based Design:

When there are practical difficulties involved in carrying out structural or mechanical provisions of this Code or of an approved rule, the Building Official may vary or modify such provision upon application of the owner or the owner's representative, provided that

the spirit and intent of the law shall be observed, and public welfare and safety be assured.

8-107.2:1. Records:

The application for modification and the final decision of the Building Official shall be in writing and shall be officially recorded with the application for the permit in the permanent records of the Building & Zoning Department.

8-107.3: Used Materials and Equipment:

Used materials, equipment and devices may be used provided they have been reconditioned, tested and placed in good and proper working condition and approved for use by the Building Official.

8-107.4: Alternative Materials and Equipment:

The provisions of this Code are not intended to prevent the use of any material or method of construction not specifically prescribed by this Code, provided any such alternative has been approved. The Building Official may approve any such alternative provided the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability and safety.

8-107.4:1. Research and Investigations:

The Building Official shall require that sufficient technical data be submitted to substantiate the proposed use of any material or assembly, and if it is determined that the evidence submitted is satisfactory proof of performance for the use intended, the Building Official may approve its use subject to the requirement of this Code. The costs of all tests, reports and investigations required under these provisions shall be paid by the applicant.

8-107.4:2. Research Reports:

The Building Official may accept as supporting data to assist in the determination duly authenticated research reports from approved sources for all materials or assemblies proposed for use which are not specifically provided for in this Code.

8-108: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES:

8-108.1: Special Professional Services:

Where applications for unusual design or magnitude of construction are filed or where code reference standards in appendix A of this chapter require special architectural or engineering inspections, the Building Official may require full time project representation

by an architect or engineer. This project representative shall keep daily records and submit reports as required by the Building Official.

8-108.1:1. Building Permit Requirement:

This special professional service requirement shall be determined prior to the issuance of the building permit and shall be requisite for the permit issuance.

8-108.1:2. Fees and Costs:

All fees and costs related to the performance of special professional services shall be borne by the owner.

8-109: ENFORCEMENT:

8-109.1: Building Official:

The Building Official shall be the Director of Public Works & Operations or other such person as the Director may designate. The Building Official shall administer and enforce the provisions of this Code. The Building Official may employ such managers, deputies, officers and assistants as provided for by the County Board in the implementation, administration and enforcement of this Code as necessary and may designate such persons to perform various duties provided for in this Code.

8-109.2: Relief from Personal Responsibility:

The Building Official, officer or employee charged with the enforcement of this Code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and the Building Official, officer or employee is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of the official duties. Any suit instituted against any officer or employee because of an act performed by that person in the lawful discharge of duties and under the provisions of this Code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinates shall not be liable for costs in any action, suit or proceeding that may be instituted in pursuance of the provisions of this Code; and any officer of the Public Works and Building & Zoning Departments, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

8-109.3: Applications and Permits:

The Building Official shall receive applications and issue permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this Code.

8-109.4: Building Notices and Orders:

The Building Official shall issue all necessary notices or orders to remove illegal or unsafe conditions, to require the necessary safeguards during construction, to require adequate exit facilities in existing buildings, and structures, and to ensure compliance with all the code requirements for the health, safety and general welfare of the public.

8-109.5: Inspections:

The Building Official shall make all the required inspections, or the Building Official may accept reports of inspection by approved agencies or individuals; and all reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or by the responsible individual. The Building Official may engage such expert opinion as may be deemed necessary to report upon unusual technical issues that may arise subject to the approval of the appointing authority.

8-109.6: Credentials:

The Building Official and authorized representatives shall carry proper credentials for their respective office for the purpose of inspecting any and all buildings and premises in the performance of duties under this Code.

8-109.7: Rule Making Authority:

The Building Official shall have power as may be necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this Code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions; but such rules shall not have the effect of waiving working stresses or fire resistive requirements specifically provided in this Code, or violating accepted engineering practice involving public safety.

8-109.8: Department Records:

The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in compliance with the State of Illinois Records Act (ILCS 160) requirements.

8-110: RESERVED:

8-111: MAINTENANCE OF UTILITIES, FIRE ALARM AND FIRE SUPPRESSION SYSTEMS:

8-111.1: Maintenance of Utilities:

During new construction, repairs or alterations, whether or not a building permit has been issued, the owner shall be responsible for maintaining all existing utility lines on his/her property including those which may serve other properties.

8-111.2. Maintenance Of Fire Alarm And Fire Suppression Systems:

During construction, repairs or alterations and/or vacancies, whether or not a building permit has been issued, the owner shall be responsible for maintaining all existing fire alarm and fire suppression systems in proper working order.

8-112: PERMITS:

8-112.1: Permit Required:

It shall be unlawful to change the occupancy of, construct, add to, alter, relocate, remove or demolish a building or structure, or excavate and or fill any tract of land, or to commence the construction, addition, alteration, relocation, residing, re-roofing, removal or demolition of a building or structure or install equipment for the operation of a building or structure including, but not limited to, water heaters, water softeners, water filtration systems, furnaces, air conditioning equipment, heat pumps, solar panel arrays, EV charging stations, window replacement, or commence the excavation and/or filling of any tract of land without first filing with the Building Official an application in writing and obtaining a formal permit. The term "structure" shall also include various items such as accessory structures, decks, patios, swimming, therapeutic and decorative pools, decorative ponds, hot tubs, spas and hydromassage bathtubs~~,~~ whether permanently installed or storable, arbors, trellises, sidewalks whether concrete or of decorative materials, fences, signs, altogether items that are built or constructed except those exempted in Section 8-101.2.

8-112.2: Completion Of Work Heretofore Authorized:

Nothing in this Code shall require changes in the plans, construction or designated use of a building or structure of portion thereof for which a lawful permit has been heretofore issued or which has been actually begun within one hundred eighty (180) days after this Code becomes effective.

8-112.3: Continuation of Permit:

Where no work has been started within one hundred eighty (180) days after the issuance of a permit, such permit shall be void. A new permit, known as an amendment permit, must be obtained before any work may begin. The amendment permit must reflect the current provisions of this Code. A fee according to the adopted Building & Zoning Schedule of Fees shall be charged for the amendment permit. Where work has been started and more than one hundred eighty (180) days lapses between required inspections, such permit shall be void. An amendment permit will be required before any work may be resumed. Fees according to the adopted Building & Zoning Schedule of Fees shall be charged for the amendment permit. A permit may not be transferred by the person to whom it is issued, to another person, without the written approval of the Building Official. A fee according to the adopted Building & Zoning Schedule of Fees shall be charged when such a transfer is affected. Where it is shown that a hardship would occur in the foregoing requirements of this rule, the Building Official may renew or extend the permit without payment of the fee. The Building Official may revoke any permit or deny

or condition the issuance of an amendment permit, whenever the Building Official determines that a party has not progressed with the completion of the permitted work in a reasonable and timely manner.

8-112.4: Recorded Property:

At the time of applying for a permit for erection of, alteration of, installation of, addition to, or moving of any building or structure, the applicant shall submit to the Building Official a current Plat of Survey of the lot bearing the seal of an Illinois Registered Land Surveyor, or other Illinois licensed professional who has authority and certification to seal such surveys, showing the dimensions of the same and the position to be occupied by the proposed building or structure, or by the building or structure to be altered or added to, or by the building or structure to be moved thereon, and the position of any other building(s) or structure(s) that may be on the lot, including swimming pools, decks, patios, sheds, sidewalks/decorative walks, trellises, retaining walls, seat walls, built or constructed items not exempted in Section 8-101.2, etc. The plat of survey shall indicate all recorded easements and all attachments that could impact the proposed construction along with such other information and descriptive material as may be required by the Building Official to judge compliance with this chapter.

8-112.4:1. Required Scales:

Plats of surveys submitted shall be one of the following scales: one inch equals ten feet (1" = 10'); one inch equals twenty feet (1" = 20'); one inch equals thirty feet (1" = 30'); one inch equals forty fee (1” = 40’); one inch equals fifty feet (1” = 50’).

8-112.5: Water Supply and Sewage Treatment:

No permit shall be issued until satisfactory proof has been submitted that approved water supply and sewage treatment facilities are available.

8-112.6: Access Drive and Culvert:

No permit shall be issued for work requiring the posting of a highway or culvert bond until satisfactory proof has been submitted that approved cash bonds have been posted or a waiver thereof has been given by the highway authorities having jurisdiction.

8-112.7: Application Form:

An application for a permit shall be submitted in such form as the Building Official may prescribe. Such application shall contain the full names and addresses of the applicant and of the owner, and if the owner is a corporate body, of its responsible officer. The application shall also briefly describe the proposed work and shall give such additional information as may be required by the Building Official for an intelligent understanding of the work proposed.

8-112.8: Those Authorized to Make Application:

1. Applications shall be made by the owner or owners authorized agent.

~~undertake the activity for which a permit is sought and, further, stating good cause why the applicant is unable to comply with the owner authorization requirement.~~

8-112.9: Information Required:

For an electronic submittal, a complete set of plans, drawings, specifications and calculations meeting the architectural, mechanical, structural, electrical, energy conservation and fire protection requirements of the Building Code and drawn to scale shall be presented to the Building Official for his approval before permit will be granted. Plans shall specifically show design live loads and occupant capacities for all spaces and floors.

8-112.10: Licensed Professionals:

No plans shall be approved for permit unless such plans are signed and sealed either by an architect licensed to practice architecture, as provided by the Illinois Architectural Act, or by a Structural Engineer licensed to practice structural engineering, as provided by the Illinois Structural Engineer Act, or by a registered Professional Engineer licensed to practice professional engineering as provided by the Illinois Professional Engineering Act, provided, however, that a person who signs and seals such plans shall be permitted to do so within the limitations of the particular act under which he is licensed to practice, and provided further, that plans for installations which involve the design of or changes in the supporting structure or which materially affect the structural loadings must be signed and sealed by an architect or structural engineer duly licensed as aforesaid.

Exception: Buildings and structures exempted by Illinois Revised Statutes, Chap. 111, Par. 1303. Notwithstanding this exception to the statute construction documents shall be prepared by an Illinois Licensed Architect, Structural Engineer, or Professional Engineer in the following conditions. The construction of new one and two-family homes, residential additions or alterations effecting fifty percent (50%) or more of the existing floor area and considered new homes on existing foundations, residential additions, alterations, or renovations where the combined area of construction is five hundred square feet (500 sq. ft.) or greater.

8-112.11: Certificate of Compliance with Code:

It shall be unlawful for any architect or structural engineer, or professional engineer or other person permitted under the laws of the State to make drawings and plans, to prepare or submit to the Building Official, for his approval, any final drawings or plans for a structure which does not comply with the requirements in building provisions of this Code. It shall be the duty of the Building Official to require that all drawings and plans submitted to him for approval, for any building or structure, shall be accompanied by a certificate of such architect or structural engineer or professional engineer preparing such drawings and plans, that said drawings and plans comply with the requirements in the building provisions of this Code.

8-112.12: Plans and Permit Required On-site:

In all construction work for which a permit is required, the approved and stamped drawings and plans shall be kept on file at the construction site while the work is in progress. Approved plans must be printed full size and in color so identifying approved stamps are seen in red. Additionally, the permit shall be posted on the site in a conspicuous location visible to the inspector and general public. Failure to meet these requirements shall result in the issuance of a violation notice.

8-112.13: Alteration of Plans:

It shall be unlawful to erase, alter, or modify any lines, figures or coloring contained upon drawings or plans bearing the approval stamp of the Building Official, or filed with him for reference. If during the progress of the execution of such work, it is desired to deviate in any manner affecting the construction or other essentials of the building from the terms of the application or drawing, notice of such intention to alter or deviate shall be given to the Building Official and an approval for the amended plan showing such alteration or deviation shall be obtained before such alteration or deviation shall be made.

8-112.14: Demolition of Buildings or Structures:

1. Before a building or structure may be demolished, the owner or agent shall notify all utilities having service connections within the building or structure such as water, electric, gas, sewer, and other connections and is responsible for their respective service connections and appurtenant equipment, such as meters and regulators being removed or sealed and plugged in a manner acceptable to the Building Official.

2. The plot plan or suitable documentation as approved by the Building Official shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain. After demolition, the premises will be placed in a satisfactory condition free from all unsafe or hazardous conditions.

3. Demolition of buildings or structures shall include the removal of all footings, foundations, floor slabs, debris, concrete, and other debris and the restoration of established grades with clean fill only.

8-112.15: Action on Application:

The Building Official shall examine applications for permits, within a reasonable time after filing. If, after examination for applicable County regulations, he finds no objections to the same and it appears that the proposed work will be in compliance with the laws and ordinances applicable thereto, and the proposed construction or work will be safe, he shall approve such application and issue a permit for the proposed work as soon as practicable. If his examination reveals otherwise, he shall reject such application and notify the applicant.

8-112.16: Revocation of Permit:

The Building Official may revoke a permit or approval issued in any case where there has been a false statement or misrepresentation in the application or plans on which the permit or approval was based, upon notification of insufficient funds received for payment of fees or in any case where a permit or approval is issued in error such that it would result in nonconformance with applicable law.

8-112.17: Approval of Permit In Part:

Nothing in this Code shall be construed to prevent the Building Official from issuing a permit for the construction of part of a building or structure before the entire plans and detailed statements of said building or structure have been submitted or approved, provided adequate information and detailed statements have been submitted for the same and have been found to comply with this Code.

8-112.18: Permit for Moving Building Or Structure:

1. Before a building or structure may be moved, the owner or agent shall notify all utilities having service connections within the building or structure such as water, electric, gas, sewer, and any other connections and is reasonable for their respective service connections and appurtenant equipment, such as meters and regulators being removed or sealed and plugged in a manner acceptable to the Building Official.

2. The application shall contain a good and sufficient performance bond in accordance with the fee schedule that the building or structure will be moved and the premises will be placed in a satisfactory condition free from all unsafe or hazardous conditions.

8-112.19: Easement Areas:

1. No permit shall be issued for work in an easement until the required easement affidavit has been submitted and approved.

8-113: CONDITIONS OF PERMIT:

8-113.1: Payment of Fees:

A permit shall not be issued until all required fees have been paid.

8-113.2: Compliance with Code:

The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of this Code, except as specifically stipulated by modification or legally granted variation as described in the application.

8-113.3: Compliance with Permit:

All work shall conform to the approved application and plans for which the permit has been issued and any approved amendments thereto.

8-113.4: Compliance with Plot Plan:

All new work shall be located strictly in accordance with the approved plot plan.

8-113.5: Change in Site Plan:

A lot shall not be changed, increased or diminished in area from that shown on the official plot site plan, unless a revised plan showing such changes accompanied by the necessary affidavit of the owner or applicant shall have been filed and approved; except that such revised plan will not be required if the change is caused by reason of an official street opening, street widening or other public improvement.

8-114: FEES:

8-114.1: General:

A permit to begin work for new construction, alteration, removal, demolition or other building operation shall not be issued until the fees prescribed in this section shall have been paid to the Building Division or other authorized agency of the jurisdiction, nor shall an amendment to a permit necessitating an additional fee be approved until the additional fee shall have been paid.

8-114.2: Special Fees:

The payment of the fee for the construction, alteration, removal or demolition for all work done in connection with or concurrently with the work contemplated by a building permit, shall not relieve the applicant or holder of the permit from the payment of other fees that may be prescribed by law or ordinance for water taps, sewer connections, electrical permits, erection of signs and display structures, marquees or other appurtenant structures, or fees of inspections, Certificates of Use and Occupancy or other privileges or requirements, both within and without the jurisdiction of the Building Official.

8-114.3: New Construction and Alterations:

The fees for plan examination, building permit and inspections shall be prescribed in subsection 8-114.3.1 of this section and the Building Official is authorized to establish by approved rules, a schedule of unit rates for buildings and structures of all use groups and types of construction.

8-114.3:1. Fee Schedule:

A fee shall be paid in accordance with the current applicable fee schedule.

8-114.4: Accounting:

The Building Official shall keep an accurate account of all fees collected; and such collected fees shall be deposited monthly in the jurisdiction treasury, or otherwise disposed of as required law.

8-114.5: Refunds:

In the case of a revocation, abandonment or discontinuance of a valid building permit and no work has begun, building fees may be refunded except for the following. All plan examination and permit processing fees and all penalties that may have been imposed on the permit holder pursuant to this Code shall first be collected.

8-114.6: Fee Reduction and Waiver:

An applicant may request for cause or in extraordinary situations a reduction of or waiver from paying all or part of the fees required by this Code. Such request must be in writing and presented to the Building Official for review and decision. In the event the applicant disagrees with the Building Officials decision the Building Board of Appeals shall consider such requests and may grant a fee reduction or waiver in whole or in part.

8-115: INSPECTIONS:

8-115.1: Preliminary Inspection:

Before issuing a permit, the Building Official may examine or cause to be examined all buildings, structures and sites for which an application has been filed for a permit to construct, enlarge, alter, repair, remove, demolish or change the use thereof.

8-115.2: Required Inspections:

1. Inspections required under the provisions of this Code shall be made by the Building Official or his duly appointed assistants. The Building Official may accept reports of inspection of recognized services, after investigation of their qualifications and reliability. No certificate called for by any provision of this Code shall be issued on such reports unless the same are in writing and certified to by a responsible officer of such service.

If an inspection has been scheduled and, in the opinion of the Building Official after arrival on the inspection site, the job is not ready or has not progressed to a point where an inspection can be made properly or access is not possible to perform the inspection, a re-inspection fee per the fee schedule may be charged. No further inspections shall be made until such time as the re-inspection fee has been paid.

2. Owner or contractor is required to contact the Building Official at least one day in advance for all required inspections. The following inspections shall be required:

a. Erosion Control: Before any excavation occurs and after all required soil erosion control measures have been installed.

b. Footing: Before concrete is poured and after footing excavation has been completed and access drive and culvert is installed.

Foundation Walls: Before concrete is poured and all forms and reinforcement is in place. This inspection is only required if reinforcement is identified and required on the approved plans.

c. Backfill: Before backfilling and after footing drain tile and gravel have been placed and walls have been damp-proofed or waterproofed. No backfill inspection shall even be scheduled until a spotted plat of survey showing the exact location of the foundation on the lot and the elevation of the top of the foundation has been submitted to and approved by the Building Official for all new buildings or when required.

d. Pre-Pour Concrete Inspection: Before any concrete is placed for flat work including driveways, patios, service walks, etc.

e. Under Slab: Before any concrete floor slabs are poured and after insulation, vapor barriers and/or wire mesh are installed.

f. Under Slab Plumbing: After under slab plumbing is installed and before concrete floor slabs are poured.

g. Under Slab Radon: After under slab radon system is installed and before concrete floor slabs are poured.

h. Under Slab Electrical: After under slab electrical is installed and before concrete slabs are poured.

i. Framing: Before any insulation, vapor barrier, or wall finish is applied and after the framing fire-stopping is completed.

j. House Wrap: After house wrap is applied, taped, and sealed and before installation of any exterior cladding.

k. Plumbing: Before any insulation, vapor barriers, or wall finish is applied and after the rough plumbing is completed to be scheduled by the licensed plumbing contractor or plumber listed on the permit.

l. Electrical: Before any insulation, vapor barriers, or wall finish is applied and after the rough electric is completed.

m. HVAC: Before any insulation, vapor barriers, or wall finish is applied and after the rough HVAC work is completed.

n. Radon: Before any insulation, vapor barriers or wall finish is applied and after radon piping system is complete.

o. Electrical Service: At the time the electrical service is to be energized or re-energized.

p. Insulation: Before any interior wall finish is applied after insulation and vapor barriers are completed and after required State of Illinois Energy Efficient Building Code requirements are met.

q. Fireplace (Masonry): After firebox is constructed and before construction of chimney.

r. Fireplace (Prefab): After firebox, chimney and fire stopping is installed and before concealing.

s. Grading: After property has been graded in compliance with the approved grading plans. After grading is achieved and prior to requesting a final grading inspection, an as-built record drawing prepared and sealed by a registered Land Surveyor or Illinois Professional Engineer shall be submitted for approval.

t. Plumbing Final: After all plumbing is completed.

u. Final Inspection: After all work is completed as proposed on approved plans, Illinois energy requirements, and all other conditions of the permit.

3. Inspections shall be arranged on regular workdays between 8:00 A.M. and 4:00 P.M. Call for inspections at least one day in advance.

4. Any notices, stickers or tags affixed to the site or structure(s) by the Building Official shall not be removed until authorized to do so by the Building Official.

8-115.2:1. Approved Inspection Agencies:

The Building Official may accept reports of approved inspection agencies which satisfy the requirements as to qualifications and reliability.

8-115.2:2. Plant Inspection:

When required by the provisions of this Code or by the approved rules, materials or assemblies shall be inspected at the point of manufacture or fabrication in accordance with subsection 8-115.2.3 of this article, and any other applicable sections.

8-115.2:3. Inspection Reports:

All inspection reports shall be in writing and shall be certified by the licensed authority, or responsible officer of the agency or the individual when expert inspection services are accepted. An identifying label or stamp permanently affixed to the product indicating that factory inspection has been made shall be accepted in lieu of the aforesaid inspection report in writing if the intent or meaning of such identifying label or stamp is properly substantiated.

8-115.3: Final Inspection:

Upon completion of the building or structure, and before issuance of the Certificate of Use and Occupancy required in section 8-119 of this article, a final inspection shall be made. All violations of the approved plans and permit shall be noted and the holder of the permit shall be notified of the discrepancies.

8-115.4: Right of Entry:

In the discharge of duties, the Building Official or authorized representative shall have the authority to enter at any reasonable hour any building, structure or premises in the jurisdiction to enforce the provisions of this Code.

8-115.5: Jurisdictional Cooperation:

The assistance and cooperation of police, fire, and health departments and all other officials shall be available as required in the performance of duties.

8-116: WORKMANSHIP:

8-116.1: General:

All work shall be conducted, installed and completed in a workmanlike and acceptable manner so as to secure the results intended by this Code.

8-117: VIOLATIONS:

8-117.1: Unlawful Acts:

1. It shall be unlawful for any person, firm or corporation to build, erect, construct, alter, extend, repair, remove, relocate, demolish, use or occupy any building or structure or equipment or component thereof regulated by this Code, or to cause or allow same to be done, in conflict with any provision of this Code or in conflict with any permit or order issued by the Building Official or any plan or specification approved, or without the appropriate permit having been first issued or revised.

2. It shall be unlawful for any person, firm or corporation owning, having possession of, or exercising control over any property, or building or structure located thereon, to permit, allow or consent to the use or occupancy of any building or structure or equipment or component thereof that has been built, erected, constructed, altered, extended, repaired, removed, relocated, or demolished in conflict with any permit or order issued by the Building Official or any plan or specification approved thereby or in violation of any provision of this Code.

3. It shall be unlawful for any person, firm or corporation owning property to permit or allow any building or structure or equipment or component thereof that has been

built, erected, constructed, altered, extended, repaired, removed, relocated, or demolished without a permit, or in conflict with any permit or order issued by the Building Official or any plan or specification approved thereby, or in violation of any provision of this Code, to continue to exist in such status or condition.

8-117.2: Notice of Violation:

1. The Building Official shall issue a Notice of Violation of this Code or of any order herein authorized in any manner reasonably calculated to give the property owner actual notice, or in any of the following manners: 1) by posting a copy on the subject property in a conspicuous place, or 2) by personally delivering a copy to the person, firm, or corporation responsible for the unlawful act or omission or condition which forms the basis for the violation, or 3) by personally delivering a copy to any adult who resides at, occupies, uses, leases, manages or maintains the property on which the violation is located, or 4) personally delivering a Notice of Violation to any owner in title to the property on which the violation is located, or 5) mailing a copy of the violation notice to the "owner of record" at the last address to which a tax bill was mailed, as indicated by the most recent Tax Assessor's records. If a notice, or order, is issued in accord with subsection 1 of this paragraph, or if the party the Notice of Violation was issued to in accord with subsections 2 and/or 3 of this paragraph is not the property owner, the Building Official shall also mail a copy of the notice to the "owner of record" as indicated the latest Tax Assessor's records at the last address to which a tax bill was mailed by certified mail, receipt requested. In cases where the violation involves an unsafe building or structure that is in risk of collapse, or which poses a fire hazard, as determined by the Building Official, the Building Official need not comply with Notice of Violation requirements as a condition for seeking emergency relief from a court of competent jurisdiction. In the event that a piece of certified mail sent under this section is refused, rejected, or fails to be delivered, but is not rejected based on an incorrect address, notice may be achieved by mailing a copy of the violation notice, first class mail, postage prepaid, to the last address to which a tax bill was mailed, as indicated by the most recent Tax Assessor's records. Should such first class mail not be returned, this manner of service shall be said to give the property owner actual notice of the violation.

2. A Notice of Violation shall contain the following:

a. The name of the party to whom it was issued to, if known; and

b. The name of the property owner and, if applicable, the tenant and/or occupant, and/or party exercising control over the subject property; and

c. A brief statement setting forth the type and nature of the violation; and

d. The section, or sections, of the Code violated and, if applicable, the identity of any order, permit, plan or statement of specifications violated; and

e. The date and time the violation was observed; and

f. The address of the property on which the violation was observed; and

g. A statement directing the discontinuance the illegal action or condition and abatement of the violation; and

h. A statement informing the violator, and owner, that he/she/it may contest the Notice of Violation by requesting in writing and within fourteen (14) days of issuance of the notice, an administrative appeal before a Hearing Officer or an administrative appeal board; and

i. A statement directing the violator to undertake the following acts within fourteen (14) days, excepting instances when an administrative appeal has been requested.

(i) To pay a fee for a requested inspection to the Building & Zoning Department in an amount of one hundred dollars ($100.00); and

(ii) To apply to the Building Official for any necessary permit(s), or revise or amend any previously issued permit, or previously approved plan, drawing or specifications, as applicable; or

(iii) To undertake appropriate repairs and/or maintenance to correct a property maintenance code violation and, upon completion thereof, to contact the Building Division to schedule a repair verification inspection.

j. A warning that if the violator fails to comply with the Code and perform as directed by the Notice of Violation, within the time therein specified, the County will institute appropriate legal proceedings against the violator including a statement that the Code authorizes the court to assess fines of up to one thousand dollars ($1,000.00), plus additional court costs, per day, for each day a violation remains uncorrected, which fines and costs may be assessed in addition to other remedies at law including a court enjoining further violations and ordering the offender to cease, correct, repair, abate or otherwise remedy the offending condition.

3. If a party to which a Notice of Violation has been issued requests an extension of time to comply with the Code, or perform any act set forth in the notice, the Building Official may allow an extension of time for such compliance or act, which extension shall not be less than fourteen (14) days, nor more than forty five (45) days. The Building Official may not extend the period of time in which a party may request an administrative hearing.

8-117.3: Prosecution of Violation:

If the Notice of Violation is not complied with, or an administrative appeal is not sought within the time period herein specified, the Building Official may request the County's legal counsel to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation to enforce any provision of this Code or any order issued pursuant thereto, to require the removal or termination of the unlawful use or occupancy of any building or structure, or equipment or component thereof, or to require the remediation of any condition to or of, any building or structure, or equipment, or component thereof

existing in violation of any provision of this Code or of any order made pursuant thereto, and to seek the assessment of a fine and court costs as authorized by this Code.

The Building Official may request that the County's legal counsel immediately institute an appropriate legal proceeding without first issuing a Notice of Violation, or awaiting its compliance or the bringing of an administrative appeal by its recipient when the legal action is to restrain, correct or abate any of the following:

1. An unsafe building condition presenting an immediate risk to the public's health, safety or welfare; or

2. The failure to comply with a "Stop Work" order issued by the Building Official; or

3. When the accused violator has been previously cited for the same violation on at least two other occasions during the previous three hundred sixty five (365) days, and the time for bringing an appeal in those earlier matters has lapsed; or

4. If in a prior legal proceeding to enforce a provision of the code the court made a finding that an ongoing condition or act has not been brought into compliance with the Code; or

5. Whenever the offending condition or act violates the Illinois Criminal Code; or

6. Whenever the offending condition or act constitutes a public nuisance, or violates some other County regulation, for which the alleged violator has been given notice of but failed to rectify, or cease, within the time specified by the other notice, if any.

8-117.4: Violation Penalties:

Any person who violates any provision of this Code or fails to comply with any of the requirements thereof, or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building Official, or a permit or certificate issued under the provisions of this code shall be guilty of an offense punishable by a fine of not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000.00). Each day that a violation continues shall be deemed a separate offense. The imposition of any sentence shall not exempt the offender from compliance with the requirements of this Code.

8-117.5: Abatement of Violation:

1. The imposition of the penalties herein prescribed shall not preclude the County's legal counsel from instituting appropriate action to prevent unlawful construction or to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure or premises or to stop an illegal act, conduct business or use of a building or structure on or about any premises.

2. Whenever the Building Official determines that a party seeking a permit, approval or amendment under this Code is in violation of some other provision of this Code, or of any other County Ordinance, or and approved plan or statement of specifications of

the County, or any County issued permit or license, or has not paid a previously charged fine, cost or fee, the Building Official may withhold grant any such permit to such party until all county violations have been corrected or fines, costs or fees paid.

8-118: STOP WORK ORDER:

8-118.1: Notice to Owner:

Upon notice from the Building Official that work on any building or structure is being prosecuted contrary to the provisions of this Code, or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted on the subject property; and shall state the appropriate code section(s) in violation.

8-118.2: Unlawful Continuance:

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one hundred dollars ($100.00) or more than one thousand dollars ($1000.00) per day.

8-119: CERTIFICATE OF USE AND OCCUPANCY:

8-119.1: New Buildings:

A building or structure hereafter erected, shall not be used or occupied or furnished in whole or in part until the Certificate of Use and Occupancy shall have been issued by the Building Official.

8-119.2: Buildings Hereafter Altered:

A building or structure hereafter enlarged, extended or altered to change from one use group to another, or to a different use within the same use group, in whole or in part, and a building or structure hereafter altered for which a Certificate of Use and Occupancy has not been heretofore issued, shall not be occupied or used until the certificate shall have been issued by the Building Official, certifying that the work has been completed in accordance with the provisions of the approved permit.

8-119.3: Nonconforming Buildings or Structures:

Upon written request from the owner of a nonconforming building or structure existing on the date of adoption of this code, the Building Official shall issue a Certificate of Use and Occupancy, provided there are not violations of law or orders of the Building Official pending, and it is established after inspection and investigation that the alleged use of the building or structure has heretofore existed. This Code shall not require the removal, alteration, or abandonment of, or prevent the continuance of, the use and occupancy of a

nonconforming building or structure unless such use is deemed to endanger public safety and welfare.

8-119.4: Changes in Use and Occupancy:

After a change of use has been made in a building or structure, the reestablishment of a prior use that would not have been legal in a new building of the same type of construction is prohibited unless the building complies with all applicable provisions of this Code. A change from one prohibited use, for which a permit has been granted, to another prohibited use shall be deemed a violation of this Code.

8-119.5: Temporary Occupancy:

Upon the request of the holder of a permit, the Building Official may issue a Temporary Certificate of Use and Occupancy for a building or structure, or part thereof, before the entire work covered by the permit shall have been completed, provided such portion or portions may be occupied safely prior to full completion of the building or structure without endangering life or public welfare. Said temporary certificate shall expire on a date certain to be determined by the Building Official.

8-119.6: Contents Of Certificate:

When a building or structure is entitled thereto, the Building Official shall issue a Certificate of Use and Occupancy. The certificate shall certify compliance with the provisions of this Code and the purpose for which the building or structure may be used in its several parts.

8-120: UNSAFE STRUCTURES:

8-120.1: Unsafe Structures or Buildings:

All buildings or structures that are or hereafter become unsafe, as defined in section 8-127.4 of this article, shall be taken down and removed or made safe and secure, as the Building Official may deem necessary and as provided in this section.

8-120.2: Notice of Unsafe Structure:

If an unsafe condition is found in a building or structure, the Building Official shall serve on the owner, agent or person in control of the building or structure, a written notice describing the building or structure deemed unsafe.

8-120.3: Restoration of Unsafe Structure:

A building or structure deemed unsafe by the Building Official may be restored to safe condition provided change of use or occupancy is not contemplated nor compelled by reason of such reconstruction or restoration, except that if the damage or cost of reconstruction or restoration is taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds twenty-five percent (25%) of

the market value of the structure before the improvement or repair is started as determined by the Building Official for commercial, for commercial, and fifty percent (50%) for residential, of the floor area as deemed by the Building Official, such structure shall be made to comply in all respects with the requirements for materials and methods of construction of structures hereafter erected.

8-120.4: Posting Unsafe Notice:

Notice of unsafe structure shall be sent by registered or certified mail to the last known address of the owner of the property involved or to the owner's agent, and a copy of the unsafe notice shall be posted in a conspicuous place on the premises. Such procedure shall be deemed the equivalent of personal notice.

8-120.5: Disregard of Unsafe Notice:

Upon refusal or neglect of the person served with an unsafe notice to comply with the requirements of the order to abate the unsafe condition, the legal counsel of the jurisdiction shall be advised of all the facts and shall institute the appropriate action.

8-120.6: Cost of Corrective Work:

All costs incurred by the County in the performance of corrective work to rectify the violation shall be paid from the treasury of the County on certification of the Building Official. The state's attorney shall institute appropriate action against the owner of the premises where the unsafe building or structure is or was located for the recovery of such costs to render such building or structure safe and secure.

8-121: EMERGENCY MEASURES:

8-121.1: Vacating Structures:

When, in the opinion of the Building Official, there is actual and immediate danger of hazardous conditions or materials in a building or structure failure of collapse of a building or structure or any part thereof which would endanger life or when any structure or part of a structure has fallen and life is endangered by the occupation of the building or structure, the Building Official is hereby authorized and empowered to order and require the inmates and occupants to vacate the same forthwith. The Building Official shall cause to be posted at each entrance to such building or structure a notice reading as follows:

Not Approved for Occupancy

It shall be unlawful for any person to enter such building or structure except for the purpose of making the required repairs or demolishing the same.

8-121.2: Temporary Safeguards:

When, in the opinion of the Building Official, there is actual and immediate danger of collapse or failure of a building or structure or any part thereof, or a condition which

would otherwise endanger life, the Building Official may cause the necessary work to be done to render such building or structure or part thereof temporarily safe, whether or not the legal procedure herein described has been instituted.

8-121.3: Access Restriction of Structures And The Public Way:

When necessary for the public safety, the Building Official may temporarily close sidewalks, streets, structures, and places adjacent to such unsafe structures and prohibit the same from being used.

8-121.4: Emergency Repairs:

For the purposes of this section, the Building Official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

8-121.5: Costs of Emergency Repairs:

Costs incurred in the performance of emergency work shall be paid from the treasury of the jurisdiction on certification of the Building Official. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe building or structure is or was located for the recovery of such costs.

8-121.6: Temporary Repair Due to Natural Disaster:

In the event of a natural disaster the homeowner may make temporary repairs to a residential structure to insure property conservation and occupant safety. The temporary repair shall be followed by an application for permit within seventy-two (72) hours of the event and no further work may commence until such time that a construction permit is issued.

8-122: SUPERVISION:

8-122.1: Requirements:

Each building, other than single-family residential construction, shall be constructed under the supervision of an architect or engineer who meets the requirements set forth in section 8-108 of this article, and who shall be responsible for its erection in accordance with the building codes and the approved plans and specifications.

8-123: RESERVED:

8-124: APPEAL OF BUILDING OFFICIAL'S DECISION:

8-124.1: Appeal of Building Official's Decision:

Application for appeal may be made when an aggrieved party feels that the intent of the Code has been met, a code requirement has been incorrectly interpreted, or that substitute

design, protective assemblies and/or systems will provide an equally good or better form of construction. At no time shall an appeal request a full or partial waiver of any life safety system that is prescribed by this Code.

8-124.2: Procedure:

1. The aggrieved party shall make an appeal to the Building Official in writing clearly stating the reason(s) for the appeal request.

2. The County Development Committee of the DuPage County Board shall serve as the Building Board of Appeals, and application for appeal shall be made to the Chairman of this Committee within ten (10) days of the Building Official's decision.

3. Both the aggrieved party and the Building Official shall be permitted to give testimony, call witnesses and present evidence to the Building Board of Appeals.

4. The chairman shall administer all oaths and may, at his discretion, place a time limit on all testimony.

8-125: OFF SITE CONSTRUCTION:

8-125.1: Requirements:

Off-site construction of components, sections, modules, modular structures and assemblies, and buildings may be permitted for installation within DuPage County if the following criteria has been met:

1. The individual manufacturing plant has been approved for this purpose by the Building Official.

2. The manufacturer submits detailed plans and specifications on each component of the total assembly in accordance with the section concerning information for permit application including appropriate fees.

3. The manufacturer will provide a certificate that the approved plans were followed.

4. Each building will be inspected as necessary by the Building Official. Excess costs for inspections outside DuPage County will be borne by the manufacturer. If desired by the Building Official, in lieu of his inspections, the manufacturer shall provide a certificate from an independent organization approved by the Building Official indicating that the construction did in fact, follow the plans submitted and approved.

5. The manufacturer agrees upon request to open wall sections or other concealed areas as necessary for inspection by the Building Official on the site.

6. The manufacturer agrees to in plant inspections at any time deemed desirable by the Building Official. There will be no additional cost to that enumerated above.

7. Method for on-site installation shall be approved by the Building Official. The building official will observe all on site installations.

8-126: RECYCLING AND REFUSE CONTAINERS:

8-126.1: Recycling and Refuse Containers:

All new or existing multi-family units or commercial/industrial facilities expanded beyond twenty five percent (25%) of the present physical value shall provide space for the placement of separate and clearly marked refuse and recyclable materials containers located adjacent to one another and said shall be indicated on site plans.

Recyclable materials containers shall provide sufficient capacity for the weekly collection of recyclable materials which may include, but are not limited to, glass, aluminum, tin, newspaper, cardboard, and plastics.

8-127: DEFINITIONS:

8-127.1: Scope:

The terms herein defined shall be used to interpret all the applicable provisions of this Code.

8-127.2: Rules:

Unless otherwise expressly stated, the following terms shall, for the purpose of this Code, be interpreted in accordance with the following rules:

A. Words in the singular number shall include the plural number and the plural shall include the singular.

B. Words used in the present tense shall include the past tense and the future tense.

C. The word "shall" is mandatory while the word "may" is permissive.

D. The masculine gender includes the feminine and neuter.

E. The word "person" shall include a firm, association, organization, partnership, trust, company or corporation as well as an individual.

8-127.3: Terms Not Defined:

Where terms are not defined, they shall have their common dictionary definition except when such term is defined in other codes in which case the meanings ascribed in the other codes shall apply.

8-127.4: General Definitions:

ACCESSORY BUILDING OR STRUCTURE: A building or structure which:

1. Is subordinate in floor area and use to the principal building or structure; and

2. Contributes to the comfort, convenience, or necessity of occupants in the principal building or structure; and

3. Is located on the same zoning lot, parcel or land as the principal building or structure; and

4. An accessory building, structure or use may be either detached or attached from/to the principal building or structure.

ACCESSORY BUILDING, ATTACHED: An accessory building which is connected to a principal building by a party wall or a linkage building, and which is constructed pursuant to all applicable building, zoning and drainage regulations for a principal building.

ACCESSORY BUILDING, DETACHED: An accessory building, which is surrounded by open space on the same lot as a principal building and which is not connected to the principal building. For purposes of this Code, an accessory building which is connected to a principal building by a breezeway or other open-air passageway structure shall be considered detached.

ADDITION: An extension or increase in floor area or height of a building or structure.

ALTERATION: As applied to a building or structure means a change or rearrangement in the structural parts or in the means of egress; or an enlargement, whether by extending on a side or by increasing in height; or the moving from one location or position to another.

APPROVED: Approved by the Building Official or other authority having jurisdiction.

APPROVED AGENCY: Is an established and recognized agency regularly engaged in conducting tests or furnishing inspection services when such agency has been approved by the Building Official.

AREA (Floor Surface Measurement): The horizontal projected floor area inside of exterior enclosure walls or between exterior walls and fire walls.

AREAWAY (Form of Construction): An uncovered subsurface space adjacent to a building.

ATTIC: The space between the ceiling beams and the roof rafters.

ATTIC, HABITABLE: A habitable attic is an attic which has a means of access and egress and in which the ceiling area has a height of seven and one-third feet (7 1/3') above the attic floor and is not more than one-third (1/3) the area of the floor next below.

BASEMENT: That portion of a building having one half (1/2) or more of its' height below the average grade of the adjoining ground.

BERM: An earthen mound designed to provide screening of undesirable views, noise reduction, etc.

BREEZEWAY: A roofed over open-air passageway connecting a building, structure or use to another building, structure or use.

BUILDING: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts, designed for the housing, shelter, enclosure and support of individuals, animals or property of any kind. This definition shall also include signs, fences, retaining walls, swimming pools and other recreational facilities.

BUILDING, DETACHED: A building surrounded by open space on the same lot as a principal building.

BUILDING, PRINCIPAL: A non-accessory building in which the primary use is conducted on the lot.

CHANGE OF USE: An alteration by change of use in a building heretofore existing to a new use group which imposes other special provisions of law governing building construction, equipment or means of egress.

COVER CROP: Plant species included in a seed mix that become established quickly and prevent soil erosion and weed infestation until more permanent plants can become established. The plants may be annuals or short-lived perennials.

DEAD LOAD: Means the weight of all permanent construction including walls, floors, roofs, partitions, stairways and of fixed service equipment.

DECK: An exterior floor platform supported by piers, post, and beams either attached to the structural members of a structure or free-standing.

DWELLING UNIT: A dwelling unit includes a group of rooms arranged, designed, used or intended for the exclusive use as living quarters for one family and which includes a complete kitchen and bath facilities permanently installed. A garage for the sole use of the occupants of the dwelling unit shall be considered part of the dwelling unit when properly separated with fire resistive construction as required elsewhere in this Code.

DWELLING UNIT, MULTIPLE-FAMILY: A dwelling unit which has another dwelling unit, or any other occupancy attached on either side, located above or below it in whole or in part and properly separated by fire resistive wall, floor, or ceiling assemblies respectively shall be classified as a multiple-family building or as multiple-family dwelling occupancy in a mixed-use building. A multiple-family building shall also include a building which has a common entrance which opens onto a common hall or passageway by which the occupant may gain access to their individual units.

DWELLING UNIT, SINGLE-FAMILY: A dwelling unit detached from any other building or, where attached, separated by a structurally independent two (2) hour minimum fire resistance rated wall without openings or penetrations.

ELECTRIC VEHICLE CHARGING SYSTEM: Means a device that is: used to provide electricity to an electric vehicle; designed to ensure that a safe connection has been made between the electric grid and electric vehicle; and able to communicate with the vehicles control system so that electricity flows at an appropriate voltage and current level. An electric vehicle charging system may be wall mounted or pedestal style, may provide multiple cords to connect with electric vehicles and shall be certified by Underwriters Laboratories or have been granted an equivalent certification.

ELECTRIC VEHICLE SUPPLY EQUIPMENT OR "EVSE": Means a conductor, including an ungrounded, grounded, and equipment grounding conductor, and electric connectors, attachment plugs, and all other fittings, devices, power outlets, and apparatuses installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

EV-CAPABLE: Means parking spaces that have the electrical panel capacity and conduit installed during construction to support future implementation of electric vehicle charging with 208-volt or 240-volt or greater, 40 ampere or greater circuits. Each EV-capable space shall feature a continuous raceway installed between an enclosure or outlet located within three feet (3') of the EV-capable space and a suitable panelboard or other onsite electrical distribution equipment. The electrical distribution equipment to which the raceway connects shall have sufficient dedicated space and spare electrical capacity for a 2-pole circuit breaker or set of fuses. Reserved capacity shall be no less than 40A 208/240V for each EV-capable space. The distribution equipment directory shall be marked "For future electric vehicle supply equipment".

ELEVATION CERTIFICATES: A form published by the Federal Emergency Management Agency (FEMA) or its equivalent, that is used to certify the base flood elevation and the lowest elevation of usable space to which a building has been constructed.

EXCAVATION/FILLING: Except as hereinafter provided, excavation and/or filling shall mean any changing of the grade or sub-grade of a tract of land by cutting, scraping, grading, trenching, digging, filling in or otherwise reshaping the natural contour of the ground. The following shall not be construed as excavation/filling:

A. Any cutting, grading, trenching, digging or backfilling of any foundation of a building or structure for approved construction.

B. Top dressing in an area of existing homes, where the top dressing does not change the drainage patterns. Does not disturb an area greater than five percent (5%) of the lot area or two thousand (2,000) square feet, whichever is smaller and does not exceed five (5) cubic yards of fill.

C. Repairs to existing septic sites under the supervision of the DuPage County Health Department, in which the area of ground disturbed is less than five thousand (5,000) square feet, shall not require the issuance of a Stormwater Management permit.

D. Cutting, grading, trenching, digging or backfilling of any septic site as part of new construction shall be reviewed for drainage as part of the building permit application, but shall not require a drainage review by the Building & Zoning Department where the area of ground disturbed is two thousand (2,000) square feet or less.

EXISTING BUILDING OR STRUCTURE: A building or structure lawfully constructed, built, or erected for which a Certificate of Use and Occupancy has been issued. A preexisting building or structure shall be deemed an "existing building or structure".

EXITWAY: That portion of a means of egress which is separated from the area of the building from which escape is to be made, by walls, floors, doors, or their means which provide the protected path necessary for the occupants to proceed with reasonable safety to the exit way discharge or exterior of the building.

FIRE RESISTANCE RATING: The time in hours or fractions thereof that materials or their assemblies will resist fire exposure as determined by fire tests conducted in compliance with recognized standards.

GAZEBO: A structure with a permanent roof, intended for shelter, its sides can be open or closed with screens. The roof is intended to provide shade and shed water.

GROSS FLOOR AREA: The complete floor area within the inside perimeter of the exterior walls.

HABITABLE SPACE: Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces and similar areas are not considered habitable space.

HARDSHIP: That situation or circumstance that causes or entails suffering or privation.

LANDSCAPE SCREEN: A visual and physical buffer consisting of plant materials, berms, fences and/or walls, or any combination thereof which obscure a higher intensity zoning district or use from a lower intensity zoning district or use.

LANDSCAPE YARD: An area of ground contained within a required yard of a zoning lot including paved areas required for pedestrian or vehicular access, which is required to be landscaped for the purposes of screening and buffering a development site from a less intensive zoning district or use.

LINKAGE: Any portion of an attached accessory building which connects an attached accessory building to a principal building and meets the following requirements:

A. Is constructed pursuant to all applicable building, zoning and drainage regulations for a principal building; and

B. Is less than twenty feet (20’) in length; and

C. Is less than six feet (6’) in width.

NATIVE PLANTS: Plants that are inherent and original to an area or ecological region. Plants which have not been introduced from another region or continent. Naturalized species from area outside the region are not considered native.

NONCONFORMING BUILDING OR STRUCTURE: Any lawfully established building or structure on the effective date of this Code or any amendment thereto which does not conform to the applicable provisions established by this Code or the amendments thereto.

OCCUPANCY AND/OR USE: Occupying and/or using a building or structure including decorating, furnishing, inhabiting, using for storage or otherwise utilizing in the manner intended for such building or structure, excluding any occupancy or use incidental to construction or the installation of permanent fixtures and equipment or storage thereof.

OCCUPANT: Any person who inhabits, resides in, works in, or uses a particular building or structure shall be deemed an occupant of said building or structure, excluding those persons who enter into a building or structure incidental to the construction thereof.

ORDINARY, REPAIR AND MAINTENANCE: Routine or basic repairs, maintenance, upkeep, replacement, and servicing required due to the normal use of a building or structure and necessary to sustain a level of efficiency and/or appearance. Such work shall not include the cutting of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements, or the replacement of more than twenty five percent (25%) of a building or structure's roofing or siding; nor shall ordinary repairs and maintenance include the addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electrical wiring or mechanical or other work affecting public health, safety and welfare.

ORNAMENTAL TREE: A deciduous tree planted primarily for its ornamental value, or for screening. May be any size at maturity but will tend to be smaller than a shade tree.

PARKING LOT ISLAND: An area of ground within the boundary of any parking lot that has curbing adjacent to all paved areas. Parking lot islands are used for traffic control and provide space for landscaping which helps screen and shade parking lots.

PARTY WALL: A wall on an interior lot line used or adapted for joint service between two (2) buildings.

PERGOLA: An open sided structure that supports some type of overhead nominal lumber or other material meant to provide shade. It is not intended to shed water or protect from any other weather phenomenon.

PLANT AVERAGE FUNCTIONAL SIZE: The mature height and spread typical of a category of plants, such as low shrubs, evergreen tree, shade trees etc.

PLANT PRESERVATION CREDIT: Credit given for the preservation of existing vegetation meeting the functional requirements of this Code, in lieu of required new landscaping.

RADON GAS: A naturally occurring chemically inert, radio-active gas that is not detectable by human senses.

RAMP: A sloping platform used to access or exit a landing, structure, or deck.

REPAIR: All repairs not herein defined as "Ordinary Repairs and Maintenance".

REPETITIVE LOSS: Flood related damages sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, equaled or exceeded twenty five percent (25%) of the market value of the structure before the damage occurred, in accordance with the Building Code and the Countywide Stormwater and Flood Plain Ordinance (CSFPO).

REQUIRED: Shall be construed to be mandatory by provisions of this ordinance.

ROOF COVERING: The covering applied to the roof for weather resistance, fire resistance or appearance.

SEMI-CRAWL SPACE: The crawl space portion of a building where the depth below the above floor joists to inside finished grade is less than twenty-four inches (24") and the difference between the inside finished grade and adjoining ground is twelve inches (12") or less.

SHADE TREE: A deciduous (or, rarely, an evergreen) tree planted primarily for its high crown of foliage or overhead canopy.

SHED: A structure built for shelter or storage and capable of being entered.

SHRUB, LOW: Any shrub that attains a mature height of less than five feet (5') when left unpruned.

SHRUB, TALL: Any shrub that attains a mature height of five feet (5') or more when left unpruned.

SIDEWALK: A walking surface for pedestrian use typically constructed of concrete, pavers, decorative stone, gravel, etc.

STORMWATER BASIN: A manmade pond or impoundment designed to detain, store and release stormwater.

1. A dry basin is designed to release stormwater.

2. A wetland basin is designed to retain less than three feet (3') of water or maintain saturated soils on the bottom, which are suitable for wetland plants.

3. A wet basin or pond is designed to maintain surface water areas of three (3) or more feet in depth. A basin can be designed to have both dry and wet features.

STORY: That part of a building comprised between a floor and the floor or roof next above.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed elevated pursuant to the Building Code and the CSFPO. The actual value of any labor, services and materials provided at cost or donated shall be included in this determination elevated pursuant to the Building Code and the CSFPO. This term includes repetitive loss buildings elevated pursuant to the Building Code and the CSFPO. (See definition of Repetitive Loss.)

SUBSTANTIAL IMPROVEMENT: Any repair, reconstruction, rehabilitation, addition, or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started pursuant to the Building Code and the CSFPO.

- "Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred repetitive loss or substantial damage, regardless of the actual work done pursuant to the Building Code and the CSFPO.

- Exemption: Projects for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions pursuant to the Building Code and the CSFPO.

TEMPORARY EASEMENT AGREEMENT: A document allowing DuPage County or its agent access to property for the purpose of completing the required landscaping in the event that the owner or petitioner does not install required plant material or does not replace dead plants as required by this Code.

TRANSITION YARD: A required yard on a zoning lot which usually acts as a buffer between two (2) land uses of different types or intensities, and which shall provide a landscape yard in accordance with section 37-4.19, "Landscaping", of the DuPage County Zoning Ordinance. A transition yard shall be located on the zoning lot with the higher intensity use.

TRELLIS: Generally, a frame of latticework used as a screen or as a support for climbing plants and constructed chiefly of latticework.

TURF GRASS: Grass as planted, by seeding or sodding, to establish a lawn that is usually maintained by mowing.

UNSAFE STRUCTURE: Any building or structure which constitutes a fire hazard, or is in danger of collapse, explosion, or otherwise threatens the public health, safety or welfare, or which has become deficient in adequate exit facilities, or which involves an illegal or improper use, occupancy or maintenance, or any vacant building or structure unguarded, unsecured or open and accessible to the public at door or window. Any excavation, fill or accumulation of debris shall be deemed a structure within the meaning of section 8-120.

8-128: DRAINAGE REGULATIONS:

8-128.1: General Requirements:

A. Development on a lot or parcel of land including but not limited to new principal buildings or structures, additions thereto or new or existing accessory buildings or structures including for same buildings and structures or lot or parcel grading changes shall meet all requirements of the Building Code and the CSFPO.

B. Sump pump, downspout and gutter discharges:

1. Sump pump, downspout and gutter discharge lines shall be directed to a vegetated swale of sufficient length to allow dissipation before discharge exits site and a minimum of ten feet (10') from any property line and shall not directly tie into a storm sewer except as allowed under Section 128.1.B.2.

2. Sump pump, downspout and gutter discharge lines may be tied to storm sewers if sewer drains to a stormwater detention facility serving the subdivision.

3. In all instances, sump pump, downspout and gutter discharge lines shall not be directed in a manner that negatively impacts drainage on a neighboring property.

C. All required erosion control measures specified on grading plans approved and certified are to be installed and maintained in accordance with procedures and standards for urban soil erosion and sedimentation control in the Illinois Urban Manual as amended by the CSFPO.

D. Stripped surface areas shall be protected from soil erosion within fifteen (15) days after final grade is reached. Stripped areas not at final grade that will remain undisturbed for more than fifteen (15) days after initial disturbance shall be protected from erosion. Temporary cover shall be maintained continuously until permanent cover is established.

8-128.2: Grading Plan Requirements:

A. Minimum Plan Requirements:

1. Title block that includes the project name, sheet number, date of preparation, and, and latest revision date.

2. North arrow.

3. Graph or bar scale.

4. Legal description and tax parcel number (PPN or PIN).

5. Legend identifying all standard symbols used on the plan sheet.

6. Plan must be prepared by an Illinois Registered Professional Engineer. Include name, address, telephone number and seal of registered engineer.

7. Delineation of all existing and proposed easements for utilities, drainage, and conservation.

8. Benchmark tied to the North American Vertical Datum of 1988 (NAVD88) of the National Spatial Refence System (NSRS) as maintained by the United States National Geodetic Survey (NGS). For sites located in flood hazard areas, tie benchmark to the FIRM datum.

9. Existing and proposed contour lines at one foot (1') interval tied to bench mark.

10. Drainage arrows along lot lines and wherever else appropriate.

11. The topographic survey shall extend one hundred feet (100') beyond all property lines.

12. Finished grades at least 0.5 feet below top of foundation.

13. Side and rear lot line swales at a minimum 1% slope. Drainage swales require a one percent (1%) minimum slope along property lines. These swales shall be contained on the lot being developed, or where applicable, a defined mutual (shared) swale may be used (with the lowest point of the swale being contained on the lot being developed).

a. Four (4) cross-section drawings will need to be provided along with both main property lines that reference the following: All existing and proposed foundations, spot elevations at the top and bottom of the swales (lowest point being contained on the property being developed) and spot elevations at the property line and onto the neighboring property. In addition, these cross-sections need to include the existing grade through the area.

b. Any grading being proposed on a neighboring property will require a letter both signed and notarized by the legal owner(s) of the property allowing grading changes. Depending on the amount of grading changes being proposed on that property, a separate grading permit may be required. 14. Maximum earth slopes – three (3) horizontal to one (1) vertical.

15. Proposed top of foundation elevation (and lowest opening elevation), including the top of foundation elevations (and the lowest opening) of existing structures within one hundred feet (100') of the project site.

16. The location and direction of all proposed sump pump and downspout discharge lines. Sump pump and downspout discharge lines shall be directed to a vegetated swale and shall not directly tie into a storm sewer. This requirement may be waived by the Building Official where the storm sewer discharges directly into an on-site stormwater facility. In all instances, sump pump and downspout discharge lines shall not be directed in a manner that negatively impacts drainage on a neighboring property. The outlet for every sump pump and downspout shall be located at least ten feet (10') from any property line.

17. Top and bottom elevations of the proposed retaining wall, along with a cross-section detail for the proposed design. Walls twenty-four inches (24") or more in height require the certification of a registered Illinois Architect or Structural Engineer. Manufacturer's specification sheets are required for walls that are pre-engineered (e.g. pre-cast inter-locking wall system, etc.). Depending on type of wall system, height, etc. the above certification may also be required, along with as-built drawings of the installation.

18. The locations and elevations (as defined by the Federal Emergency Management Agency National Flood Insurance Map) of all Zone A floodplains within one hundred feet (100') of the proposed development.

19. The delineation line with wetland submittals for properties containing wetlands or properties within one hundred feet (100') of wetlands. Delineation of off-site properties will not be required. Wetland submittals must be prepared in accordance with the standards found in the CSFPO.

20. The location of all easements for the proposed development.

21. Driveway slope may not exceed eight percent (8%).

22. Location of soil stockpiles remaining on the site for more than three (3) days.

23. Sediment and erosion control plan designed using the procedures and standards for urban soil erosion and sedimentation control in the Illinois Urban Manual as amended by the CSFPO.

24. The location and elevation of all existing and proposed stormwater/drainage facilities within one hundred feet (100') of the property (e.g., swales, ditches, catch basins, inlets, storm sewers, field tiles, culverts).

25. Indicate pipe, slope, length, elevations and type of material for all proposed storm lines.

B. In addition, development on a lot or parcel of land including but not limited to new principal buildings or structures and additions thereto or new accessory buildings or

structures and additions thereto or lot or parcel grading changes shall meet shall comply with the following sediment and erosion control plan requirements:

1. Site development that requires stormwater detention facilities or has potential impacts to a special management area (includes but not limited to the following: floodplain, riparian areas, wetlands or developments within one hundred feet (100') of a wetland) will require additional information as found in the CSFPO.

2. The plan shall indicate sedimentation controls for all existing and proposed storm water structures.

3. The plan shall indicate erosion control measures designed to protect adjacent properties and public rights of way. Such measure to be installed before any earth movement and/or groundbreaking.

4. The plan shall indicate erosion control measures designed to protect ditches, swales, and other sloped areas where storm water velocity can cause erosion.

5. The plan shall indicate sediment and erosion control provisions for soil stockpiles.

C. The sediment/erosion control plan will need to include the following:

1. Proper sediment protection (e.g., silt fencing) to be properly installed along the downslopes of the site. Other acceptable and practical methods may be used.

2. The location of the construction entrance.

3. The location of the topsoil stockpile, including the backfill stockpile location. This is to be located as to not create a negative impact on the neighboring properties. Provide a notation if no stockpile is to remain.

4. Proper storm inlet and street inlet protection. Geotextile filter fabric required to be installed under all inlets.

5. Culvert sedimentation protection.

6. Temporary and permanent stabilization method(s) (e.g., erosion control matting/blanket installed on steep slopes, sod, hydro-seed, seed/mulch combination) where the mulch has been cultivated into the soil.

7. Riprap should be used on the outlet side of flared end sections in order to dissipate flows.

8. Ditch checks of rock or straw/haybales should be considered within swales of excessive drop.

9. Sediment basin/traps should be considered as a settlement area before a storm structure/facility.

10. The location of cement wash-off areas shall be placed away from special management areas (floodplains/floodways, riparian, wetlands and wetland buffers), stormwater facilities and other related conveyance systems.

D. Requirements for Final Grading Approval and Security Bond Release:

1. Four (4) copies of a record drawing showing the as-built topography to be submitted to the Building & Zoning Department. The site will be inspected within three (3) to five (5) working days after the drawing is received.

2. The record drawing must be prepared, signed and sealed by a registered Illinois Land Surveyor (Professional Engineer when required) and should be prepared to the same standards as the approved topographic/grading plan.

3. The record drawing grading shall match the approved grading plan.

4. Submitted record drawing as-built topographic shall reflect the actual finished grading. This is to include the location of all downspouts and sump pump discharge lines and reference the benchmark used in the approved grading plan.

5. Swales/berms shall be properly installed as per the approved grading plan.

6. All storm lines (driveway culverts, storm inlets and outlets, catch basins and flared-end sections) shall be free of debris and sediment.

7. All vegetation shall be established (e.g., sod, hydro-seed, or seed with an acceptable matting blanket material). Should a final grading inspection be scheduled without vegetation being established, a re-inspection will be required for the vegetation prior to any approvals being issued.

E. Development on Properties Within the Floodplain and Floodway Requirements:

1. The director or his designee shall be responsible for the general administration and enforcement of this section including but not limited to the following:

a. To make determinations on Floodplain and Floodway designation and check all new development sites to determine whether the sites are in a special flood hazard area (SFHA) per the standards and requirements of the Building Code and the CSFPO.

b. To make determinations as required by FEMA to determine if any structure has substantial damage and ensure that any modification of those structures comply with the requirements of the Building Code and the CSFPO.

c. To make determinations relative to a substantial improvement and ensure that those structures comply with the requirements of the Building Code and the CSFPO.

d. To make determinations relative to repetitive loss on a property and ensure that the property complies with the requirements of the Building Code and the CSFPO.

2. Pursuant to the requirements of FEMA, any development in the floodplain must obtain an Elevation Certificate.

3. Where a development, structure or property has substantial damage, has or will have substantial improvement or is the subject of repetitive loss regulations, the director or his designee shall require that the development, structure or property comply with the requirements of the Building Code and the CSFPO, including but not limited to the following:

a. Elevate, relocate, demolish or floodproof. Floodproof only non-residential structures.

b. Obtain an Elevation Certificate.

4. The director or his designee shall be responsible to maintain for public inspection in the permit files any documentation including Elevation Certificates relative to all determinations made by the director or his designees relative to development in the floodplain and or floodway including substantial damage, substantial improvement and repetitive loss to said structures and property per the requirements of the Building Code and the CSFPO.

8-129: LANDSCAPE REGULATIONS:

8-129.1: General:

1. To require landscaping for screening and buffering of subdivisions, planned developments, developments granted zoning relief, and all developments other than single-family residences to reduce the impact of such developments on adjacent properties.

2. To encourage the preservation of existing trees and other vegetation which are in healthy condition, especially mature plant material and plants indigenous to the region, which are an important element characterizing the high quality of life in the County.

3. To encourage the design and location of buildings, parking lots, drainage facilities and other improvements in such a way as to maximize the preservation of existing trees and other desirable vegetation.

4. To grant plant preservation credits for existing trees and other desirable vegetation which meet landscaping requirements.

5. To regulate the clearing and disturbing of land during the planning and site development process so as to preserve existing trees and other desirable vegetation when a tree preservation plan has been approved and plant preservation credits have been given.

6. To require the use of native vegetation in and around stormwater basins to help filter stormwater runoff, reduce basin erosion and sedimentation, aid in the removal of nutrient and other contaminants from stormwater, and discourage large numbers of nuisance waterfowl in and around stormwater basins.

8-129.2: Applicability:

1. The requirements shall apply to the following projects requiring a permit in unincorporated DuPage County.

a. All applications for subdivision approval or zoning relief.

b. All projects having been granted zoning relief.

c. All projects having one or more transition yards.

d. All projects having parking lot areas of ten thousand (10,000) square feet or larger.

e. All projects, other than projects on lots that contain single-family residences, having existing trees of at least three inches (3") in diameter measured four and one-half feet (4 1/2') above the ground.

f. All projects granted reduction of required yards by conditional use procedure with shared parking facilities.

g. All projects that utilize up to twenty percent (20%) yard reduction for parking, circulation or loading.

h. All projects having parking lots of four (4) or more spaces located less than forty feet (40') from a residential property or street right of way line.

i. All projects having open off street loading areas less than forty feet (40') from a residential property or street right of way line.

j. All projects having outdoor storage areas of goods, products, materials, supplies, machinery, equipment or commercial vehicles.

k. All automobile service stations.

l. All projects having outdoor trash containers.

m. All projects having stormwater basins.

n. All principal arterial office use projects.

o. All private school play areas that are adjacent to residential properties.

2. The following projects are exempt from the requirements:

a. All projects on lots that contain single-family residences that do not have any transition yards, or existing zoning relief.

b. All projects (other than lots which contain single-family residences) that do not have any circumstances in subsection 8-129.2 (section 1) of this section.

3. Existing conditions on developed sites that are not in conformance with the requirements of the DuPage County Zoning Ordinance, section 37-419, "Landscaping", that are otherwise lawful on August 13, 1991, may be continued as a matter of right. Any lawful exceptions of nonconforming uses that involve any of the circumstances in subsection 8-129.2 (section 1) of this section shall be subject to the requirements of this Code.

4. Alternative compliance. Certain project conditions may justify approval of alternative methods of compliance within these requirements. Conditions may arise where normal compliance is impractical or impossible or where maximum achievement of the County objectives can only be obtained through alternative compliance.

a. Requests for alternative compliance will be considered for any application to which the requirements of the ordinance apply when one or more of the following conditions are present:

(1) Existing topography, soil, vegetation or other site conditions are such that full compliance is impossible or impractical; or improved environmental quality would result from the alternative compliance.

(2) Space limitations, unusually shaped lots or prevailing design practices in the surrounding neighborhood may justify alternative compliance for infill sites and for improvements or redevelopment in older developed areas.

(3) A change of use on an existing site increases the screening required to more than is feasible to provide.

(4) Safety considerations make alternative compliance necessary.

b. Requests for alternative compliance shall be accompanied by sufficient explanation and justification, written and graphic, to allow appropriate evaluation and decision.

c. A proposed alternative compliance measure must be equal to or better than normal compliance in terms of quality, effectiveness, durability, hardiness and ability to meet the landscape standards of the Code.

d. Alternative compliance shall be limited to the specific project under consideration and shall not establish precedents for acceptance in other cases.

8-129.3: Submittal Requirements:

1. A tree survey of the site to be developed shall be submitted prior to site plan review and concurrent with the submittal of any permit or project application for zoning relief, a subdivision, or when a transition yard exists on the property, or a transition yard is created through allowed yard reduction on the property.

a. Tree Survey Preparation.

(1) For a single-family detached lot or two lot subdivision: The tree survey may be prepared by the property owner on a site survey, identifying the trees and other prominent vegetation on the site.

(2) For all nonresidential development and subdivisions: all single-family subdivisions of three (3) or more lots; all two-family developments and all multiple-family developments: The tree survey shall be prepared by an arborist, forester, horticulturalist, landscape architect, landscape designer, landscape contractor, or other professional able to correctly locate and identify trees and other prominent vegetation on the site.

b. The plan shall include the following:

(1) All existing trees of three inches (3") or larger in diameter measured four and one-half feet (4 1/2') above the ground, their species and condition.

(2) The outline of existing masses of other vegetation which may include trees less than three inches (3") in diameter and shrubs.

(3) All trees of twelve inches (12") or larger in diameter measured at four and one-half feet (4 1/2') above the ground, on all adjacent properties within twenty-five feet (25') of the property line.

2. The landscape plans is to be prepared and stamped by a registered Landscape Architect, licensed in the State of Illinois, for all nonresidential development and subdivisions; all single-family subdivisions of three (3) or more lots; all two-family developments and all multiple-family developments.

The landscape plan shall be submitted on a separate sheet and shall include the following information:

a. Site Elements: The landscape plan shall show:

(1) Title block including the name and street address of the project, designer's name, scale of the plan (no smaller than 1" = 50' for plans with trees only; and no smaller than 1" = 20' for plans with shrubs and smaller plants), north arrow and date of the plan.

(2) Property lines.

(3) Name, location, right of way and paving widths of all abutting streets.

(4) Note zoning and use of all abutting properties; location of buildings on abutting properties within two hundred feet (200') of property lines.

(5) Natural features such as ponds, lakes and streams; delineation of 100-year floodplain and wetland boundaries.

(6) Existing and proposed stormwater basins.

(7) Required landscaped yard widths.

(8) Location, height, dimensions, and use of all existing and proposed buildings and other structures, including parking lots, sidewalks, and other paved areas, fences, walls, and recreational equipment.

(9) On sites where trees and other vegetation are to be preserved, the plans shall identify construction access, storage areas, work areas, and protective fencing around trees and other vegetation. These elements shall also be shown on the site grading plan.

b. Planting Elements: The landscape plan shall show:

(1) Existing trees and areas of other vegetation to be removed, locations noted, trees three inches (3") or larger in diameter measured at four and one-half feet (4 1/2') above the ground, and a list of species.

(2) Existing trees of three inches (3") or larger in diameter measured at four and one-half feet (4 1/2') above the ground, to be preserved, including locations noted, diameter, and a list of species.

(3) Outline of existing masses of other vegetation, which may include trees less than three inches (3") in diameter and shrubs, to be preserved,

(4) Show on submittals the methods and details for protection of existing vegetation during construction.

(5) Location and keyed labels of all proposed plants.

(6) Location of all proposed areas to be seeded and/or sodded.

(7) Plant list or schedule to include key symbols, quantity, correct botanical and common names, size and condition of all proposed plants.

(8) Location and description of other landscape improvements, such as earth berms, screens, sculptures, fountains, street furniture, signs, lighting and paved areas.

(9) General and specific notes to indicate or explain the design and construction procedures to be used.

c. Specifications, maintenance and management plans for stormwater basins.

(1) Provide written specifications for planting procedures.

(2) Provide a written landscape management and maintenance plan for the three (3) year native planting establishment period.

(3) A written perpetual maintenance and management plan shall be incorporated into subdivision covenants or stormwater basin easement language outlining practices required to properly maintain native plantings.

8.129.4: Review Procedure:

1. The plan will be reviewed for compliance with the DuPage County Zoning Ordinance and with any ordinance approved by the County Board that grants specific zoning relief on the subject property.

2. Any subsequent alteration of the approved grading plan that affects existing or proposed landscaping shall require that a new landscape plan be submitted highlighting specific landscape changes from the previous plan.

3. Upon satisfying the landscape plan conditions of this Code, the DuPage County Zoning Ordinance and any ordinance granting specific zoning relief on the subject property, a detailed cost estimate prepared by a recognized landscape architect or landscape contractor shall be submitted for approval. The estimate shall include the cost of all new landscaping, and replacement value of trees and other vegetation being preserved. Replacement value shall be determined by the cost of replacing each tree or shrub with a new tree or shrub to meet the required landscape points.

4. The applicant shall also be required to sign a temporary easement agreement prior to the issuance of any permits.

5. Upon the receipt of the landscape bond, the signed temporary easement agreement, and the approval of the tree preservation measurements on the site by the County when tree preservation is required, the applicant will have completed the landscape submittal requirements of the ordinance.

6. Inspection of the applicant's property will be conducted by the County after the installation of all materials by the applicant and again after at least one year has passed.

8-129.5: General Landscape Requirements:

1. All plants shall conform to the "American Standards For Nursery Stock", latest edition, and shall be installed according to the current standards of the American Association of Nurserymen.

2. Plant Availability and Hardiness: All plants used in landscape plans shall be hardy in USDA zone 5.

3. Deciduous shade and street trees shall be fully branched and have a minimum caliper of three inches (3"), except for single lot residential development, which shall have a minimum caliper and two and one-half inches (2 1/2") as measured six inches (6") above ground level. Specimens shall be properly pruned to maintain a natural form.

4. Ornamental trees shall be fully branched and have a minimum caliper of two and one-half inches (2 1/2") for single lot residential development, which shall have a minimum caliper of two inches (2"), as measured six inches (6") above ground level. Specimens shall be properly pruned to maintain a natural form and effective screening.

5. Evergreen trees shall have a minimum height of eight feet (8'), except for single lot residential development, which shall have a minimum height of six feet (6'). Trees shall be fully branched to the ground.

6. Columnar evergreens shall have a minimum height of four feet (4') and shall be fully branched to the ground.

7. Tall shrubs shall be supplied in five (5) gallon or larger containers or balled and burlapped. Plants shall measure at least thirty-six inches (36") in height and shall be fully branched to the ground. Shrubs shall be properly pruned to maintain effective screening.

8. Low shrubs shall be supplied in two (2) gallon or larger containers for residential development, or five (5) gallon or larger containers for nonresidential development. Plants shall measure at least eighteen inches (18") in height or spread for residential development and at least twenty-four inches (24") in height or spread for nonresidential development.

9. Ground cover plants shall be planted so that an effective covering is obtained within two (2) growing seasons, or a maximum spacing of one foot (1') on center, in all directions.

10. Plant materials, including deciduous trees and evergreen trees, shall not cause a hazard. Landscape plant material overhanging walks, pedestrian or bicycle paths and

seating areas shall be pruned to a minimum height of eight feet (8'); and to a minimum height of twelve feet (12') over streets and highways, and above parking lot aisles and spaces.

11. Parking Lot Plantings:

a. No shrub or tree shall be planted closer than two feet (2') from any curb.

b. Low shrubs planted in parking lot islands shall be maintained at a height not exceed three feet (3'), in order to keep sight lines clear.

12. Plantings shall conform with section 37-4.5-3, of the Zoning Ordinance to keep the vision triangle clear at all vehicle intersections.

13. Maintenance Responsibility:

A. The owner of the property, or subsequent owners, shall be responsible for the maintenance of all landscape materials. Any plant materials which die shall be replaced forthwith in compliance with the approved landscape plan.

B. Fences, walls and other barriers shall be maintained in good repair.

8-129.6: Preservation of Trees And Other Vegetation:

Trees and other vegetation which will be preserved as part of an applicant's approved landscape preservation plan shall be subject to the following requirements:

1. Clearing and Tree Removal:

a. Upon approval of the landscape preservation plan for a permit or a development, the applicant shall refrain from clearing and removing trees and other vegetation from the site until all required approvals and permits have been applied for and received from the County.

b. Exemption, Notification And Plan Revision.

(1) Trees identified for preservation on the landscape preservation plan which pose an immediate safety hazard to pedestrian or vehicular traffic, buildings, other site improvements or utility lines, including damage caused by storm, fire, or other injury, may be removed at any time.

(2) The applicant shall notify the County within forty-eight (48) hours of the tree removal work.

(3) The landscape preservation plan shall be revised, and new trees required to meet the landscape screening requirements of this section shall be added to replace any plant preservation credits formerly provided by the removed trees.

2. Protection: Root area, trunks and branches of trees and other vegetation identified for preservation shall be protected during any work activity on the site. The applicant and his contractor shall conform to the following requirements:

a. All grading, storage of materials and trash, parking or equipment or vehicles, dumping of liquids, and direction of construction runoff shall be prohibited within five feet (5') of any existing tree drip line or shrub/ground vegetation line.

b. A sturdy, continuous, temporary fence of at least four feet (4') in height shall be erected prior to site clearing and grading operations. The fencing shall be secured to posts driven into the ground. The fence lines shall be five feet (5') or more from all existing vegetation drip lines and shall be maintained until all construction work has been completed.

c. The applicant or developer/contractor shall hire a professional arborist to prune trees identified to be saved to compensate for root loss during conservation, remove dead or damaged branches, and remove low hanging branches which conflict with access into the site.

3. Replacement: Trees identified on the approved landscape plan for preservation which are inadvertently or intentionally destroyed, or are dying or dead, as determined by the County at any time up to and including the second landscape inspection, shall be removed, and replaced with new plantings in the following manner:

a. Replace the total caliper of dead or dying trees with trees of the minimum size as specified by this Code or in accordance with subsection 8-129.2.4, "Alternative Compliance", of this article.

b. Replacement trees shall be located in the areas identified for preservation on the approved landscape plan or as allowed by subsection 8-129.2.4, "Alternative Compliance", of this article.

4. Plant Preservation Credits: Plant preservation credits (PPC) may be applied for when plants in the required landscape yards are retained to perform required screening and buffering. The landscape requirement will be waived to the extent that the plants meet the requirements of the specific case as determined by the County.

a. Each tree or masses of trees and shrubs preserved in the areas of a required landscape yard shall meet the following requirements:

(1) The tree masses of trees and shrubs shall be alive and in a healthy condition.

(2) Trees three inches (3") to five inches (5") in diameter measured four and one-half feet (4 1/2') above the ground shall receive one hundred (100) landscape points.

(3) Trees six inches (6") to eight inches (8") in diameter measured four and one-half feet (4 1/2') above the ground shall receive one hundred thirty five (135) landscape points.

(4) Trees nine inches (9") to eleven inches (11") in diameter measured four and one-half feet (4 1/2') above the ground shall receive one hundred seventy (170) landscape points.

(5) Trees twelve inches (12") or larger in diameter measured four and one-half feet (4 1/2') above the ground shall receive two hundred (200) landscape points.

(6) Masses of trees under three inches (3") in diameter and shrubs in landscape yards may receive up to one hundred percent (100%) of the points required for that portion of the landscape yard if one-third (1/3) of the landscape points in all landscape yards are evergreens.

(7) Trees or masses of trees or shrubs shall perform the required screening function for the landscape yards as determined by the County.

b. Procedure for Obtaining Credits: All areas to be preserved shall be labeled on the landscape plan. Include photographs to verify existing vegetation areas. Note any pruning or other work on the plan. The applicant will be notified in writing as to the extent of the credit. As a condition of the PPC, all plants shall be protected during construction, as required in subsection 8-129.6.2. of this article.

c. Existing landscaping on the site of a principal arterial office use project shall be preserved and maintained.

8-129.7: Landscape Screening:

Landscape screening is required in all transition yards and other areas as follows:

1. A partial landscape screen is required where:

a. A nonresidential use or district abuts a nonresidential use or a nonresidential district if the adjacent lot is vacant.

b. A two-family or multi-family use abuts a non-single-family detached residential use or non-single-family detached residential district if the adjacent lot is vacant.

c. A use in a nonresidential district utilizes the fifty percent (50%) yard reduction by conditional use abuts a nonresidential district.

d. A non-single-family detached use that utilizes the twenty percent (20%) yard reduction for parking, circulation or loading abuts a non-single-family detached use or a non-single-family district if the adjacent lot is vacant.

e. A single-family detached zoning lot is granted a variation or conditional use, when abutting any nonresidential use or any nonresidential district if the adjacent lot is vacant.

f. There is a principal arterial office use. Screen around the structures on the property.

2. A full landscape screen is required where:

a. A nonresidential use or district abuts a residential use or any residential district if the adjacent lot is vacant.

b. A two-family or multifamily use abuts a single-family detached use or a single-family detached district if the adjacent lot is vacant.

c. A use in a nonresidential district that utilizes the fifty percent (50%) yard reduction by conditional use abuts a residential district.

d. A non-single family detached use that utilizes the twenty percent (20%) yard reduction for parking, circulation or loading abuts a single-family detached use or a single-family detached district if the adjacent lot is vacant.

e. A single-family detached zoning lot is granted a variation or conditional use, when abutting any residential use or any residential district if the adjacent lot is vacant.

f. There is a principal arterial office use. Screen driveways, parking areas and outdoor trash containers on the property.

g. A yard reduction of up to twenty percent (20%) is utilized for parking, circulation, or loading.

h. Parking lots of four (4) or more spaces are located less than forty feet (40') from a residential property or street right of way line.

i. Open off street loading areas are located less than forty feet (40') from a residential property or street right of way line.

j. Outdoor storage areas of goods, products, materials, supplies, machinery, equipment or commercial vehicles, other than sales yards, are located.

k. Outdoor trash containers are located.

l. Play area of private schools are adjacent to residential properties.

3. Planned use or conditional use developments with mixed uses shall provide the minimum required landscape yard between areas of differing uses as defined above.

4. Landscape Yards: Required landscaping may include fences, walls and berms in addition to plant materials. Determine the type and number of plants and other features required by the following:

a. Number Of Points Required for:

(1) A Partial Landscape Screen: Points required = the length of the landscape yard in linear feet multiplied by 5.

(2) A Full Landscape Screen: Points required = the length of the landscape yard in linear feet multiplied by 8.

b. Number Of Plants Required: Trees and shrubs have been given a point value as follows:

Low shrubs:	10 points
Tall shrubs:	15 points
Columnar evergreens:	25 points
Ornamental trees:	50 points
Evergreen trees:	100 points
Shade trees:	100 points

5. Plant Selection:

a. The proposed landscaping shall function so that maximum effective screening is provided. Both overhead and lower screening and buffering are required to meet the requirements.

b. Plant selection shall include a variety of plant types where possible.

c. Fences, walls and berms, where allowed, shall be used to increase effective screening. Trees and shrubs should be used on berms and in front of fences and walls.

d. Plant selection shall include evergreens for at least one-third (1/3) of the total required points in each landscape yard.

6. Solid Screening Fences or Walls:

a. Solid screening fences or walls of at least six feet (6') in height, where allowed, may contribute up to fifty percent (50%) of the required landscape points for a full or partial landscape screen on non-single-family residential lots and up to one hundred percent (100%) of the required points on single-family residential lots.

b. Screening fences or walls of less than six feet (6') in height but no less than four feet (4') in height, which are at least fifty percent (50%) open, where they are allowed, may contribute up to twenty five percent (25%) of the required landscape points for a partial or full screen.

7. Berms:

a. Berms are required in all front and corner side landscape yards for all non-single-family residential developments when adjacent to parking lots, storage and loading areas, except where in conflict with required drainage, detention/retention areas, wetland preservation and mitigation areas, tree preservation areas or vision clearance easements.

b. Continuous or staggered berms may contribute up to fifty percent (50%) of the total landscape points for that portion of a landscape yard. Berm heights of at least two and one-half feet (2.5') will receive credit based on the following:

(1) Berm height in feet x 10 = % of points credited (0.5' increments)

EXAMPLE: 100' Long Berm @ 2.5' high x 10 = 25% of points credited for that landscape yard.

(2) Berm heights of five feet (5') or more shall be credited a maximum of fifty percent (50%) of the points required for that portion of the landscape yard.

(3) When berms are used in combination with fencing for required screening, credit will be given for either the berm or the fence, but not for both.

8. Outdoor Storage Areas And Outdoor Trash Containers: Except for open sales lot, all outdoors storage areas of goods, products, materials, supplies, machinery, equipment or commercial vehicles, and outdoor trash containers, shall be enclosed with a fence, masonry walls or landscape screen or any combination thereof, which shall result in a full landscape screen to a height of not less than six feet (6') above grade.

8-129.8: Parking Lot Landscaping:

The following requirements apply to all parking lot landscaping:

1. Parking lot interior landscaping shall be provided for all parking lots of ten thousand (10,000) square feet or larger.

2. Interior landscaping shall occupy at least ten percent (10%) of the area of the parking lot, and shall be evenly distributed within the parking lot.

3. Shared parking facilities on two lots granted by conditional use procedure shall provide a minimum of ten percent (10%) interior landscaping on both lots.

4. Planting islands shall be placed in all parking lots as follows:

a. End islands shall be provided at each end of all parking bays, except where corner islands are provided.

b. Intermediate islands shall be spaced evenly and distributed throughout the parking area in order to meet the ten percent (10%) landscaping requirement.

c. Center islands may be provided between head-in parking for the full length of every other parking bay, unless there are three (3) or fewer parallel aisles of parking, to meet the ten percent (10%) landscaping requirement.

d. Corner islands shall be provided at the end of two (2) perpendicular parking bays when these bays are at the edge of the parking lot.

e. Drive islands may be provided between circulation drives and parking bays to meet the ten percent (10%) landscaping requirements.

5. Minimum dimensions of planting islands, including a six-inch (6") curb:

a. End islands shall be a minimum width of nine feet (9') and minimum length of thirty-six feet (36) (45 feet with a center island) for a double bay of parking.

b. Intermediate and half end islands shall be a minimum width of nine feet (9') and minimum length of eighteen feet (18'). In the case of angle parking, the perpendicular from the center of the parking bay to the aisle shall be the minimum length.

c. Corner islands shall be a minimum of eighteen feet (18') square, except in the case angle parking, where the perpendicular length of the stall from the centerline of the parking bay shall be the minimum dimension.

d. Center islands between head-in parking and drive islands shall be a minimum width of nine feet (9'), and the same length as the parking bay.

6. A curb shall be provided for all parking spaces adjacent to planting or pedestrian areas to prevent vehicle overhang, except in the case of handicapped access ramps.

7. Landscaping is required in parking lots for screening, reduction of glare and to provide shade, which prevents heat buildup. Shade trees, high branched ornamental trees and ground cover plants and/or turf grass shall be used. Low shrubs may be required for additional screening. The minimum requirements are as follows:

a. Nine foot (9') wide intermediate islands: At least one tree, and ground cover plants and/or turf grass.

b. Eighteen-foot (18') corner islands: At least one tree, and ground cover plants and/or turf grass.

c. Nine-foot (9') wide center and drive islands: At least three (3) trees per one hundred (100) linear feet, and ground cover plants and/or turf grass.

d. Nine foot (9') wide half end islands: At least one tree, and ground cover plants and/or turf grass. Provide at least seven (7) low shrubs when the islands is not adjacent and is forty feet (40') or more from a landscape yard.

e. Nine-foot (9') wide end islands: At least two (2) trees, and ground cover plants and/or turf grass. Provide at least fifteen (15) low shrubs when the islands is not adjacent and is forty feet (40') or more from a landscape yard.

f. Nine-foot (9') wide end plus center island: At least two (2) trees, and ground cover plants and/or turf grass. Provide at least twenty (20) low shrubs when the islands is not adjacent and is forty feet (40') or more from a landscape yard.

8-129.9: Prohibited Plants:

The following plants shall not be planted as a part of meeting the screening and parking lot landscaping requirements:

1. TREES:

Botanical Name	Common Name	Remarks
Acer negundo	Box-elder	Weak wood, invasive roots, self-seeds, Box-elder bug
Acer saccharum	Silver Maple	Weak wood, invasive roots, self-seeds, disease
Ailanthus altissima	Tree-of-Heaven	Weak wood, twig litter, self-seeds, invasive root
Betula pendula	European Birch	Disease, fatal borer insects
Catalpa species	Catalpa	Weak wood, leaf & twig litter, self-seeds, disease
Eleagnus species	Russion, Autumn Olive	Weak wood, short lived
Fraxinus americana	White Ash, Autumn Purple Ash, Rosehill White Ash, Skyline White Ash	Emerald Ash Borer
Fraxinus pennsylvanica	Green Ash, Clump Green Ash, Marshall Seedless Green Ash, Sherwood Glen Green Ash, Summit Green Ash	Emerald Ash Borer
Ginkgo bilboa	Ginkgo (female)	Offensive smelling fruit, seeds (Male varieties acceptable)

Gleditsia triacanthos	Thorny Honeylocust	Large thorns, seed pods (Thornless & seedless varieties acceptable.)
Juglans species	Butternut, Black Walnut	Large fruit, difficult to grow plants under
Maclura pomifera	Osage-Orange	Large fruit, thorns
Morus species	Mulberry	Weak wood, fruit, self-seeds, Invasive
Malus domestica	Apple	Large fruit, disease, insects
Platanus acerifolia	London Plane Tree	Aggressive roots, crowds out native under story plants, heavy litter with oversized leaves, fruit and twigs
Platanus occidentalis	Sycamore	Aggressive roots, heavy litter with oversized leaves, fruit and twigs
Populus species	Poplar , Aspen, Cottonwood.	Weak wood, short-lived, litter, Poplar self-seeds, disease
Prunus species	Cherry, Peach, Plum	Large fruit, disease, insects, short-lived
Pyrus calleryana	Callery Pear, Bradford, Cleveland, Aristocrat, etc.	Self-seeds, litter, weak wood and branch structure, short lived, very invasive
Pyrus communis	Pear	Large fruit, disease, insects
Quercus palustris	Pin Oak	Intolerant of alkaline soils
Rhamnus frangula	Buckthorn	Weak wood, fruit, seed spread by birds, very invasive
Robinia species	Black Locust	Weak wood, twig litter, self-seeds, invasive
Salix species	Willow	Weak wood, invasive roots, short-lived

Sorbus aucuparia	European Mountain ash	Disease, fatal borer insects
Ulmus americana	American Elm	Fatal diseases, insects, self-seeds, invasive
Ulmus pumila	Siberian Elm	Weak wood, disease, insects, self-seeds, invasive

Shrubs/Herbaceous Plants:

Coronilla varia	Crownvetch	Invasive, intolerant of other plants
Lonicera japonica	Japanese Honeysuckle	Very invasive, crowds out native understory plants
Lythrum salicaria	Purple Loosestrife	Very invasive, crowds out native plants
Fallopia japonica	Japanese Knotwood, false or Mexican bamboo	Very invasive, crowds out native plants
Rosa multiflora	Multiflora Rose	Very invasive, thorns
Phalaris arundinaceous	Reed Canary Grass	Very invasive, crowds out native plants
Phytolacca amerincana	Pokeweed, American Pokeweed	Very invasive, crowds out native plants, are poisonous to pets and other animals

8-130: BUILDING OPERATIONS:

A. Night Operations: No construction or alteration operations shall be carried on prior to seven o'clock (7:00) A.M. or after nine o'clock (9:00) P.M., if such produces loud or annoying noises. Construction and/or alteration operations shall not be permitted on Sundays if such produces loud or annoying noises.

B. Sidewalks: No sidewalk shall be obstructed in course of building operations and whenever a removal of a sidewalk is required, such work shall not be done until a special permit is secured from the authority having jurisdiction.

C. Street Use: It shall be unlawful upon any street, parkway, or sidewalk within the county to deposit or store any building materials, tools, apparatus, or structure

designed or intended to be used in the erection, construction, alteration, or repair of buildings.

1. It shall be unlawful to mix mortar, concrete or any other material upon the surface of any sidewalk or pavement in the County, or to wash any vehicle or machine incidental to construction on any street right of way.

2. Except as otherwise provided in the ordinance of this County, the person to whom a building permit is issued shall at all times during the life of the permit, maintain that portion of the street, parkway and sidewalk and a sidewalk abutting upon and adjacent to the lot or tract upon which such building is erected, in a safe condition and clear of all building materials, rubbish, dirt or snow. He shall at no time obstruct the gutter, or waterway of any lot or street so as to prevent the passage of water along the same, and if the gutter shall be shaded or covered so that ice accumulates therein, he shall clear the gutter so as to allow water to pass freely at all times.

D. Temporary Restroom Facilities: The owner or the owner's representative of a temporary building or building under construction, which is not yet occupied for its intended purpose, shall ensure that employees working on the construction site have access to restroom facilities which meet the following requirements:

1. Toileting facilities shall be enclosed and discharged into a sanitary sewer. In lieu of connecting to a sewer, the sanitary facility may be a portable, enclosed, chemically-treated tank-tight unit.

2. If individual portable units are used, separate toileting facilities are not required for males and females. Toileting facilities shall be provided based on the Occupational Safety and Health Administration Construction Sanitation Standards, which are as follows:

a. For twenty (20) employees or less, one toilet facility shall be provided.

b. For twenty (20) employees or more, one toilet facility and one urinal per forty (40) workers shall be provided.

c. Hand cleansing units shall be provided.

d. All units shall be pumped and cleansed regularly to ensure adequate working facilities.

e. For nonresidential temporary buildings or non-residential buildings, the restroom facilities shall be located within three hundred feet (300') of the entrance of the building under construction.

f. For residential temporary buildings or residential buildings, the restroom facilities shall be made readily available in nearby areas.

8-131: BUILDING ADDRESSES:

Prior to the issuance of a Certificate of Use and Occupancy each structure which has been assigned an address shall permanently affix such address to the building so that the address is visible from the main street. Address characters shall be in Arabic numerals and shall be at least six inches (6") in height and mounted on a contrasting background other than glass. Such address shall be maintained visible and legible.

8-132: NOISE STANDARDS:

Regulations concerning noise are hereby adopted by reference pursuant to Illinois Administrative Code Title 35 Subtitle H entitled "Noise" chapter II entitled "Environmental Protection Agency Part 951" and measurement procedures for the enforcement of 35 Illinois Code 900 and 901.

8-133: Plans Requirements:

A. Minimum Plan Requirements:

1. Title block that includes the project name, project street address, name of design professional, date of preparation, revision dates, and sheet numbers.

2. North arrow on plans & foundation plan.

3. Delineation of all existing and proposed components for addition & remodel projects.

4. Exterior elevations, wall section, building code edition, and any relevant details

5. In One-and Two-Family Dwellings for new construction or existing structures being added to or remodeled and such alterations modify fifty percent (50%) or more of the existing structure the entire structure shall meet all the requirements for new construction. Projects meeting these requirements must be prepared by an Illinois Registered Architect or Structural Engineer.

   a. Cover sheets shall include the name of the design professional, address, telephone number and email address, be stamped, signed, and sealed. Subsequent pages must also be stamped.

   b. When applied for in PDF or other electronic format must be in a minimum dimension of seventeen inches by eleven inches (17”x11”) and a maximum of thirty- six inches by twenty-four inches (36”x24”). Except for the site plan.

8-134: RESERVED

ARTICLE II. MINIMUM PLANNING REQUIREMENTS

8-200: LIGHT AND VENTILATION:

A. General:

1. Install windows in outside walls to provide natural light and ventilation in all habitable rooms.

2. Windows in habitable rooms, whose areas provide the light and ventilation necessary to comply with the following requirements are considered required windows. All windows in addition to these, and also windows in rooms other than habitable rooms, are considered non-required windows.

3. The area of glazed portions of doors located in exterior walls may be included when necessary, in determining compliance with the above requirements.

4. Where window or drain openings are provided below grade, protect with metal window wells.

5. Where duct type range hoods are provided, ducts shall be constructed with nonflexible galvanized steel or stainless steel and shall discharge to outside air. An attic or crawl space shall not be considered outside air.

B. Habitable Rooms: Rooms designed to be used for living, sleeping, eating or cooking, including basement areas with the finished floor three feet six inches (3'6") or less below grade.

1. Required light and ventilation in each habitable room include windows, sliding glass doors and other exterior doors with glass area.

2. Total glass area: Not less than eight percent (8%) of floor area of room.

3. Ventilating area: Not less than four percent (4%) of floor area of room.

C. Borrowed Light and Ventilation Between Rooms:

1. Unless separately lighted and ventilated by windows which provide the required area, the floor area of two (2) habitable rooms may be combined in computing required light and ventilation area.

2. The common wall between such rooms shall contain an opening or openings which shall provide enough light and ventilation to meet the requirements for habitable rooms.

D. Bathrooms And Water Closet Compartments: Provide ventilation by one of the following means:

1. Window or skylight. Openable windows or skylights located in exterior walls or roofs with the light and vent areas, not less than three (3) square feet.

2. Vents in or near ceilings with continuous duct connection to outside air in an approved method, with mechanical exhaust, one CFM per square foot.

E. Open Basements: Provide light and ventilation by windows or door, in exterior walls with both glazed and ventilating area not less than two percent (2%) of the floor area.

F. Crawl Spaces:

1. All crawl spaces under houses and other unexcavated spaces under porches, breezeways and patios or other appendages shall be ventilated by openings in the foundation walls. A minimum of one square foot of vent opening per one hundred fifty (150) square feet of crawl space floor shall be provided. The vents shall be located so as to provide cross ventilation and shall be separated no less than one-half (1/2) the distance of the longest diagonal of the crawl space.

2. No vents required for crawl spaces if open to the ventilated basement, provided the net total area of ventilation openings is one square foot ventilation for each one hundred fifty (150) square feet of the crawl space area and arranged for cross ventilation.

G. Attic and Other Enclosed Spaces:

1. To eliminate the problem of moisture condensation on roof framing in cold weather and to permit the escape of heat in hot weather, ventilation of all spaces is required.

2. For gable roofs, where screened louvers are provided in the gables ends, the net area of the opening shall be one square foot of vent per one hundred fifty (150) square feet of area of the area of the ceiling below. Gable roofs shall also be provided with soffit vents. In no installation shall the net area of ventilation be less than one square foot of vent per three hundred (300) square feet, distributed equally between the gables, soffits, and the ridge.

3. Hip roofs shall be provided with soffit vents and shall have either roof vents near the peak or shall have a ridge vent if the ridge is long enough to provide the required ventilation. The net area of ventilation shall be one square foot of vent per three hundred (300) square feet, distributed equally between the soffits and the ridge.

4. For flat roofs or cathedral ceilings, blocking and bridging shall be arranged to prevent interference with movement of air. Such roofs may be ventilated along overhanging eaves on the basis of net area of opening equal to one square foot per two hundred (200) square feet of the area of the ceiling below.

5. In all cases where soffit or eave vents are installed, approved deflectors shall be used to ensure that insulation does not cover or reduce the effectiveness of the soffit vents.

H. Furnace Rooms: Heater room, enclosed room, or area where the central heat and water heating devices are located.

1. All fuel fired heating units shall be installed in strict compliance with the manufacturer's specifications or installation requirements. Installation of gas units and the installation of oil burning units shall comply with the International Fuel Gas Code as adopted. Manufacturer installation manuals shall be available on sites at time of inspection.

2. Combustion air in unconfined spaces may be provided by normal infiltration if the volume of the space is no less than fifty (50) cubic feet per thousand (1,000) Btu/h of the total input rating of all appliances.

3. Combustion air in confined spaces may be provided by openings to adjacent areas as long as the adjacent areas meet the requirements of unconfined spaces. At least two (2) openings shall be provided and shall be located within twelve inches (12") of the top and twelve inches (12") of the bottom of the space. Each opening must provide a minimum of one square inch per thousand (1,000) Btu/h of the total input rating of all appliances and shall be no less than one hundred (100) square inches in area.

Exception: Where fuel fired heating units are located in attic spaces, required combustion air shall be provided directly from the outside, not the adjacent attic space.

4. Fuel fired heating units located in attic spaces shall be enclosed in a minimum one (1) hour rated enclosure, sufficiently insulated to prevent the freezing of condensate lines, drains, etc.

I. Artificial Light and Ventilation: In place of the means for natural light and ventilation, alternate arrangements of windows, louvers or other methods and devices may be used if approved by the Building Official (see section 8-107 of this chapter)

J. Safety Glazing: Safety glazing shall be provided for glass located in the following areas:

1. Swinging or sliding ingress and egress doors (including storm doors).

2. Fixed or openable panels located within twenty-four inches (24") of a door and whose bottom panel is located less than sixty inches (60") above the floor.

3. Fixed or openable windows or panels with a surface area larger than nine (9) square feet, with a bottom edge less than eighteen inches (18") above the floor and a top edge greater than thirty-six inches (36") above the floor.

4. All windows in stairways.

5. Doors and enclosures for bathtubs, showers, hot tubs, spas, pools, whirlpools, saunas or steam rooms. This shall include exterior windows within these

compartments where the bottom edge of the window is located less than sixty inches (60") above the drain inlet.

a. Exceptions To Safety Glazing.

Leaded, faceted or decorative glass panels.

Panels in doors or adjacent panels through which a three-inch (3") sphere is unable to pass.

Louvered windows or jalousies no thinner than three sixteenths inch (3/16") and no longer than forty-eight inches (48").

8-201: SPACE REQUIREMENTS:

A. Living Unit: Each unit, except an efficiency apartment, shall provide at least one bedroom, one bathroom, and space for living, dining, cooking, storage, utility and heating as follows:

1. Living, dining, cooking:

	Minimum Area Square Feet
a. Living, dining when in 1 room	220
b. Living, only in 1 room when dining space is provided in kitchen or separate room	190
c. Kitchen, cooking only (including space occupied by equipment)	72

Provide at least 30 square feet of additional area,
usable for dining purposes when dining space is included in the kitchen.

2. Sleeping:

	Minimum Area Square Feet
a. When only 1 bedroom is provided	144
b. When 2 or more bedrooms are provided, the major bedroom shall contain	120
c. All other bedrooms	100

3. Bathroom:

a. Size: Adequate for water closet, lavatory and tub or shower. The water closet may be in a separate compartment adjoining the bathroom.

4. Utility Rooms:

a. Utility room without water heater and furnace. Each such utility room must be of sufficient size so that a clear, unobstructed space of not less than three feet (3') can be maintained in front of both the washer and the dryer. No water softener, laundry tub or other fixture shall be installed so as to obstruct the required clear space.

b. Utility room with water heater and furnace. Each such utility room must be of sufficient size to meet the requirements set out in subsection A.4.a. of this section and in addition, each such utility room must be of sufficient size so that a clear, unobstructed space of not less than three feet (3') can be maintained in front of the water heater and a separate clear, unobstructed space of not less than three feet (3') can be maintained in front of the furnace. The water heater and furnace must each be not less than three feet (3') from the front of any appliance located in the utility room. No water softener, laundry tub or other fixture shall be installed so as to obstruct the required clear space. The requirements in subsection D., "Space For Heating Units", of this section must also be satisfied.

5. Hallways: Minimum width three feet (3').

B. Additional Habitable Rooms: See subsection 8-200 B. of this article.

1. Minimum floor area one hundred (100) square feet.

C. Bedroom Closets:

1. Provide each bedroom with at least one closet or wardrobe having a minimum:

a. Depth: One foot ten inches (1'10").

b. Floor Area: Five (5) square feet.

c. Height: Six feet (6').

D. Space For Heating Units:

1. Provide a separate, uninhabited space within the building for the heating unit or system.

2. Provide three feet (3') working space in front of unit for maintenance and repair.

3. All equipment must be installed in strict compliance with manufacturer's installation requirements and applicable standards.

8-202: HABITABLE BASEMENT ROOMS:

Comply with requirements for habitable rooms with respect to privacy, light, ventilation and floor area.

8-203: PORCHES, DECKS, TERRACES, AND LANDINGS:

Minimum dimensions shall be at least eighteen inches (18") larger than the arc described by the door or doors which open onto a porch, deck, terrace or landing. In the case of exterior doors, it shall be assumed that a storm door or screened door will be installed. Where interior doors open over landings, the landing shall be a minimum width and depth to the door it serves.

8-204: PRIVACY AND ACCESS:

A. Access:

1. Egress:

a. Exits Required: Not less than two (2) exits opening directly to the outside at grade level shall be provided from each dwelling unit. Exiting through a garage and/or below-grade man doors shall not be included in the exit door calculation.

b. Emergency egress openings: Every sleeping room shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside to a full clear opening without the use of separate tools. Where windows are provided as a means of egress or rescue they shall have a sill height of not more than forty-four inches (44") above the floor.

All egress or rescue windows from sleeping rooms must have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height dimensions shall be twenty-four inches (24"). The minimum net clear opening width dimension shall be twenty inches (20").

Exception: Grade floor window may have a minimum net clear opening of five (5) square feet.

(1) Attics: Provide access to attics having a clear height of over thirty inches (30") by means of scuttles, minimum twenty inches (20”) by thirty inches (30”) disappearing or built-in stairways. (Attic access in attached garage ceilings must maintain the required 1-hour fire resistive rating.) Scuttles permitted in walk-in closets ceilings, provided scuttle is free from obstructions.

(2) Basement less Spaces: Provide access from inside or outside, opening size not less than twenty inches (20") by thirty inches (30").

(3) Basements: Provide direct access to outside at grade by a door, or an escape window having an openable area at least two feet (2') wide and thirty inches (30") high, sill not more than forty-four inches (44") above floor. Escape windows to be provided with exterior metal window well with a thirty-six-inch (36”) projection from foundation and at least as wide as escape window. Provide

egress ladder in window well required for all basement bedroom egress windows or were deemed necessary by the Building Official. (Escape windows may be provided with approved security protection.)

B. Privacy:

1. Bedroom Privacy.

a. At least two (2) bedrooms to have access to a bathroom without passing through another habitable room.

b. Each bedroom to have access to bathroom without passing through another bedroom.

c. Each habitable room to have access to each other habitable room without passing through a bedroom unless approved by the Building Official.

2. Non-acceptable Bathroom Arrangements.

a. Bathroom opening directly into a kitchen.

b. Bathroom providing sole access to any other room.

c. Bathroom in the basement as the only one serving a living unit.

8-205: CEILING HEIGHTS:

A. Minimum Ceiling Heights: (Measured from top of finished floor to underside of finished ceiling.)

1. Basement: Seven feet zero inches (7'0") clear under joists.

2. Habitable Basement Rooms: Seven feet zero inches (7'0") clear under joists.

3. Main Floor Of Any Living Unit: Seven feet six inches (7'6") clear under joists for at least seventy five percent (75%) of the floor area.

4. Areas Other Than Main Floor Of Any Living Unit: Seven feet six inches (7'6") clear; under sloping roofs, seven feet six inches (7'6") for not less than fifty percent (50%) of floor area having five feet (5') or more headroom.

8-206: DOORS:

A. Exterior Doors:

1. Minimum Sizes:

a. Main Entrance Doors: Three feet zero inches (3'0") wide openable area.

b. Service Entrance Doors: Two feet eight inches (2'8") wide; includes other exterior doors other than main entrance.

c. Height: Six feet eight inches (6'8").

B. Interior Doors:

1. Provide a door for each opening to a bedroom, bathroom and toilet compartment.

2. Minimum Sizes:

a. All Habitable Rooms: Two feet six inches (2’6”) wide by six feet eight inches (6’8”) high.

b. Bathrooms: Two feet four inches (2’4”) wide by six feet eight inches (6'8") high.

c. Powder rooms: Two feet zero inches (2’0”) wide by six feet eight inches (6’8”) high.

8-207: STAIRWAYS:

A. Design and Location: Provide for safety of ascent and descent; install proper artificial light in addition to any natural light; and provide an easy run by proper proportioning of tread width to riser height.

1. Headroom: Continuous clear headroom measured vertically from front edge of tread to a line parallel with stair run, minimum six feet eight inches (6'8").

2. Width:

a. Main Stairs: Minimum two feet nine inches (2'9") clear of handrail.

b. Other Stairs: Minimum, two feet eight inches (2’8”) clear of handrail.

3. Treads: Minimum width, ten inches (10”), clear or tread above.

4. Rise: seven and three quarters inches (73/4”) maximum. All riser heights to be same in any one story.

5. Winders: Tread width eighteen inches (18") from converging end shall at least equal tread width on straight stair run unless width of tread at converging end is six inches (6") or more.

6. Spiral Stairways: Spiral stairways are permitted, provided the minimum width shall be twenty-six inches (26") with each tread having a seven and one-half inch (7 ½”) minimum tread depth at twelve inches (12") from the narrower edge. All treads shall be identical, and the rise shall be no more than nine and one-half inches (9 ½”). A minimum headroom of six feet (6') six inches (6") shall be provided.

Exception: Spiral stairways shall not be permitted for use as the main stairs or sole stairway to a basement.

7. Handrail: Install continuous handrail with return to wall on at least one side of each run on all stairways extending at grasp level on lower floor or landing to grasp level on upper floor or landing without interruption by any means necessitating a change in handhold while traversing said stairway run. The grasp level shall not be less than thirty inches (30") or more than thirty-six inches (36") tread and shall remain a constant height paralleling the stair run and any side directional change shall not be greater than thirty (30) degrees from the direction of the stair run viewed vertically. Maximum width and depth of handrails shall be two and one-half inches (2 ½") unless shaped to provide a secure handhold, provide clearance of not less than one and one-half inches (1 ½") between handrail and the wall, partition, or guardrail to which they are attached.

8. Guardrail: Provide around all stairways of more than two (2) risers. Porches, balconies or raised floor surfaces located more than twenty-four inches (24") above the floor or grade below shall have guardrails not less than thirty-six inches (36") in height. Handrails and guardrails on open side of stairways, porches, decks and balconies shall have intermediate rails or ornamental closures which will not allow passage of an object four inches (4") or more in diameter.

9. Stair Stringers:

a. Provide solid bearing at top and bottom and cripple in mid-span of stairs more than five (5) risers.

b. Effective depth of wooden stringers, minimum three and one-half inches (3 ½").

c. Open Basement Stairs: Minimum stringer thickness, two inches (2").

d. Third Stringer: Install if treads are less than one and one eighth inches (1 1/8") thick and stair is more than two feet (2') six inches (6") wide.

10. Provide exterior stairs when the sill of any first floor exterior door is more than twelve inches (12") above finished grade. Wood construction shall be pressure treated or rot resistant species and supported by concrete piers, wing walls or foundation a minimum of forty two inches (42") below grade.

11. Under stair protection: Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected in the enclosed side with ½ inch (1/2") gypsum board.

8-208: FIRE WALLS BETWEEN ATTACHED DWELLING UNITS:

Each duplex or townhouse dwelling unit shall be separated from adjoining dwelling units by a two (2) hour solid masonry fire wall or constructed by means of a listed design as approved by the Building Official. Said wall shall contain no openings or penetrations

and shall be sufficiently structurally independent so that a failure of structural members on either side will not allow collapse of the fire wall.

On duplex or townhouse buildings with roofs of combustible construction, parapets are required on fire walls, shall be similar construction to the fire wall and shall extend eighteen inches (18") above the highest point of any roof within ten feet (10') of the fire wall.

> Exception: The fire wall may terminate even with the roof sheathing if approved fire-treated roof sheathing is used on each side of the fire wall for a distance of not less than four feet (4').

8-209: MINIMUM WIDTH:

The width of any duplex or town house dwelling measured between the interior finished surfaces of party walls or end walls shall be not less than twenty feet (20').

8-210: RADON CONTROL:

A radon control system capable of lowering the emission of radon gas in a dwelling shall be required for all new one and two-family dwellings. Design and installation methods shall be acceptable to the Building Official.

8-211: AUTOMATIC FIRE AND CARBON MONOXIDE DETECTION:

A. Smoke Detectors Required: Smoke detectors shall be installed in each bedroom, outside of each separate sleeping area in the immediate vicinity of the bedrooms, in all furnace rooms and on each additional story of the dwelling, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split-levels, a smoke detector need be installed only on the upper level, provided the lower level is less than one full story below the upper level, except that if there is a door between levels, then a detector is required on each level. All detectors shall be connected to a sounding device or other detectors to provide, when actuated, an alarm which will be audible in all sleeping areas. All detectors shall be approved and listed and shall be installed in accordance with the manufacturer's instructions. When additions, repairs or substantial alterations requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the entire building shall be provided with smoke detectors located as required for new dwellings.

B. Carbon Monoxide Detectors Required: A carbon monoxide detector shall be installed within fifteen feet (15') of every room used for sleeping purposes.

C. Power Source: Power source for required detectors to be 110 volt with battery back-up.

D. Residential Fire Sprinkler Systems: Applicant must supply a letter from the local fire department/fire district, prior to the issuance of any new residential home or addition permit, indicating compliance with their fire codes or ordinances.

8-212: HEATING REQUIREMENTS:

A. Provide heating unit capable of heating dwelling from minus ten (-10) degrees to seventy-two (72) degrees Fahrenheit at fifteen (15) miles per hour outside wind with heat loss calculated in accord with American Society of Heating and Ventilating Engineers Standards.

B. Heating unit shall be constructed and installed in strict accordance with the applicable current published standard requirements and recommendations of the National Fire Protection Association, National Board of Fire Underwriters, American Standards Association, and the American Society of Mechanical Engineers. Labeling and listing by the following shall be accepted as conforming with equipment design standards: Underwriters Labs, Inc., American Gas Association, or American Society of Mechanical Engineers.

C. Meet all requirements of the Illinois Energy Efficient Building Code.

8-213: RESERVED

8-214: ELECTRIC VEHICLE CHARGING SYSTEMS:

A. Compliance with Public Act 103-0053 effective January 1, 2024, requires access to home charging and Electric Vehicle (EV) capable readiness for one and two- family dwellings, and multi-unit residential buildings. This also includes small multifamily (2 to 4 units), condominium units, and renters.

B. All new one and two-family dwellings and dwellings where fifty percent (50%) or more are modified and constructed as new construction, multi-unit residential buildings, small multifamily, and condominiums must have an EV-capable parking space

C. EV-capable: means parking spaces that have the electrical panel capacity and conduit installed during construction to support future implementation of electric vehicle charging with 208-volt or 240-volt or greater, 40 ampere or greater circuits. Each EV-capable space shall feature a continuous raceway installed between an enclosure or outlet located within three feet (3’) of the EV-capable space and a suitable panelboard or other onsite electrical distribution equipment. The electrical distribution equipment to which the raceway connects shall have sufficient dedicated space and spare electrical capacity for a 2-pole circuit breaker or set of fuses. Reserved capacity shall be no less than 40A 208/240V for each EV-capable space. The distribution equipment directory shall be marked “For future electric vehicle supply equipment”.

D. If the EV-charging station is installed at the time of the new construction it shall include all electric vehicle supply equipment or “EVSE” including an ungrounded,

grounded, and equipment grounding conductor, and electric connectors, attachment plugs, and all other fittings, devices, power outlets, and apparatuses installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle**.**

ARTICLE III. MINIMUM CONSTRUCTION REQUIREMENTS

RULES AND REGULATIONS FOR THE CONSTRUCTION, ALTERATION, REPAIR AND CONVERSION OF BUILDINGS FOR SINGLE-FAMILY RESIDENTIAL PURPOSES INCLUDING DUPLEX AND TOWNHOMES

8-300: GENERAL:

A. Construction Materials And Methods: These requirements specify minimum acceptable construction materials and methods. Other materials and methods not specified herein may be approved for use by the Building Official upon the submission of satisfactory evidence that their performance in use will be at least equivalent to that of the materials and methods specified herein. It may be required that such evidence include adequate reports and test data from a recognized testing laboratory, or proven and authoritative service records, or analysis of performance made in accordance with well-established principles of mechanics. When special conditions exist or arise during construction, which necessitate additional precautions, the Building Official may require work more than these requirements. The Building Official may require tests in accordance with acceptable standards at expense of owner.

B. Loads:

1. All parts of dwellings and accessory buildings and structures shall be designed, constructed and maintained to support safely their own weight and all other loads and forces to which they may be subjected. When special conditions exist or arise during the construction, which necessitate additional precautions, the Building Official may require work in excess of these requirements.

2. Assumed minimum live loads (uniformly distributed) for design purposes.

a. Floor Joists: Design deflection - L/360. Design to support at least a forty (40) pound live load and a ten (10) pound dead load.

b. Ceiling Or Attic Floor Joists: Design deflection - L/240. When the roof pitch is steeper than three (3) in twelve (12), and the clear height in the attic is greater than thirty inches (30"); the ceiling joists must be designed to support at least a twenty (20) pound live load and a ten (10) pound dead load.

c. Roof Rafters: Design deflection - L/180, cathedral ceilings – L240. Design to support at least a thirty (30) pound live load and a seven (7) pound dead load when not supporting a ceiling load. When supporting a ceiling load (cathedral), design

for at least a thirty (30) pound live load and a fifteen (15) pound dead load. Roofs that are subject to snow drift loads shall require more stringent design values.

3. Wind Loads:

a. Basic wind speed design: ninety (90) miles per hour (mph).

b. On vertical faces: twenty (20) pounds per square foot horizontally, any direction.

c. Roof or parts with slopes greater than thirty (30) degrees: twenty (20) pounds per square foot design wind load.

d. Lifting Force: Individual rafters and structural members shall be attached to supporting wall assemblies by connections capable of resisting uplift forces as determined by accepted engineering practice.

4. Ground Snow Load: Thirty (30) pounds per square foot.

C. Reserved:

D. Thermal Insulation and Vapor Barriers:

1. Minimum Insulation Requirements:

a. Reference the current Illinois Energy Efficient Building Code for insulation requirements as adopted in Article V of this ordinance.

b. General: Flexible insulation (blanket and batt), loose fill insulation, reflective insulation, rigid insulation (structural and nonstructural), foamed or sprayed insulation, or other types of approved insulating material, including vapor barriers and breather papers or other coverings which are a part of the insulation, incorporated in construction elements shall be installed and used in a manner that will not increase the fire hazard characteristics of the building of any part thereof. Insulation and component parts of ceiling, roof, wall, and floor assemblies shall be installed in accordance with manufacturer's recommendation.

c. Unheated Crawl Spaces: Provide vapor barrier ground cover with a perm value of less than 1.0 extend up exterior perimeter foundation walls a minimum of four inches (4") and lap twelve inches (12"). Insulated all heating supply and return ducts and fittings, domestic hot and cold-water piping with materials having a minimum R-value of eight (8).

d. Heated Crawl Spaces: Provide vapor barrier ground cover with a perm value of less value of less than 1.0, extend up exterior perimeter foundation walls a minimum of four inches (4") and lap twelve inches (12").

2. Vapor Barriers:

a. Perm Value Water Vapor Transmission: Perm value is a measure of the ability of a material to retard the flow of vapor transmission to less than 1.0 perm.

b. Materials: Install independent vapor barrier or one integral with insulating materials. All vapor barriers installed shall be a perm value of less than 1.0 perm.

Effective vapor barrier materials are:

(1) Six (6) mil thick polyethylene.

(2) Foil back gypsum lath or gypsum board.

(3) Paint coatings, approved for the purpose, may be substituted for membrane types of vapor barrier, where other types of vapor barriers were not installed during construction when permitted by the Building Official.

c. Where Required: All ceilings, roofs, walls, basement floors, attached garage floors, crawl spaces, semi-crawl spaces and floors that separate heated spaces from unheated spaces. All vapor barriers shall be installed on the warm side in winter of insulating materials. The vapor barrier shall be fitted tightly around electrical outlet boxes, registers, or framed openings, repair rips or tears in the vapor barrier.

8-301: EXCAVATION:

A. Foundations, Trench Walls, and Piers:

1. Extend to solid ground. Do not place on filled ground unless approval is granted by building official based upon accepted engineering practices.

2. Excavated material shall not be placed in seepage field area.

3. Excavated material shall not obstruct the flow of natural drainage.

4. Subsurface drains encountered shall be joined to affect uninterrupted flow.

5. Bottom of footings: Not less than three feet six inches (3'6") below finished grade, except where placed on solid rock with the approval of the Building Official.

6. Remove all debris, sod, tree stumps and other organic matter within area occupied by dwelling.

7. Extend bottom of footing to undisturbed, inorganic earth or place footings on a controlled, engineered fill. If deemed necessary by the Building Official, an independent testing laboratory shall provide the specifications and testing

8. Protect against freezing. No concrete shall be placed on frozen ground.

B. Crawl Spaces: All crawl space areas shall have a minimum clearance of at least twenty-four inches (24") below bottom of floor joists and inside grade. The grade

inside shall be leveled and covered with a vapor barrier and four-inch (4") layer of crushed stone or gravel. Semi-crawl spaces may be permitted when approved by the Building Official.

8-302: GRADING AND BACKFILL:

A. Backfill:

1. Excavated materials are not permitted for backfill within the building foundation walls, except as approved by the Building Official.

2. Foundations and structures must be protected from damage during backfill.

3. Use of construction or organic debris is prohibited for backfilling material.

4. No frozen material to be used as backfill.

B. Damp-proofing And Waterproofing:

1. Damp-proof basement and crawl space walls on exterior from finish grade to outside edge of footing before placing footing tile and gravel.

a. Concrete Walls Cast in Place: Apply at least one heavy coat of undiluted hot tar, asphalt, or method acceptable to the Building Official.

b. Waterproofing compound mixed in concrete acceptable when approved by Building Official.

c. Or other methods as approved by the Building Official.

C. Grading: Grading or drainage or both shall be performed so that water will drain away from the building on all sides and off the lot in a manner which will provide reasonable freedom from erosion and pocketed surface water. Construction such as walks, driveways and retaining walls shall be installed so that they will not interfere with drainage. All sidewalks, driveways, patios, and other flat work shall have the top of the finished surface four inches (4") minimum below the top of the foundation wall and be pitched one-quarter inch (1/4") per foot away from the building.

D. Trees: Where applicable, street trees shall be installed in accordance with the DuPage County Subdivision Regulations. (See chapter 31.)

8-303: MASONRY MATERIALS:

Masonry materials described below apply to all masonry and concrete work.

A. Cement:

1. Portland cement.

2. Prepared masonry cement for mortar.

3. Pozzolanic materials, such as fly ash, will not be substituted for any portion of cement without the knowledge and consent of the Building Official. When used as a replacement for cement, manufacturer's recommendations will be followed and subjected to testing by an approved laboratory.

4. Portland cement, air entraining.

5. Portland blast furnace slag cement.

B. Aggregate:

1. Sand: Clean, hard and sharp, free from harmful materials, graded according to intended use.

2. Coarse Aggregate:

a. Crushed stone or gravel: Hard, strong crystalline rock, properly graded, clean and free from shale or other soft material.

b. Lightweight aggregate.

C. Water: Clean and free from harmful material.

D. Lime:

1. Hydrated lime.

2. Quick lime, slake thoroughly.

E. Brick:

1. Face brick: Hard burned, quality at least equal to grade B.

2. Common brick:

a. Selected hard burned common brick may be used for facing or exterior and interior walls.

b. Salmon or soft brick may be used in interior walls when not exposed and for backup work.

3. Fire brick: See appendix A of this article.

4. Concrete brick: See appendix A of this article.

F. Structural Hollow Clay Tile:

1. Sound, kiln burned units, free from defects.

2. Load bearing tile.

3. non-load bearing tile.

G. Concrete Masonry Unit: Sound and thoroughly cured.

H. Stone:

1. Rubble and cut stone: good quality building stone.

2. Cast stone.

I. Flue Lining: Glazed fire clay and vitrified tile, free from cracks and other defects.

J. Glass Block: See appendix A of this article.

8-304: CONCRETE WORK:

A. General: Concrete shall reach a minimum compressive strength of three thousand (3,000) PSI within twenty-eight (28) days.

1. Materials: See section 8-303 of this article.

2. Maximum slump: six inches (6").

3. Calcium chloride may be used as an accelerator and shall be introduced in solution as part of the mixing water. Calcium chloride shall not exceed one percent (1%) mixed at the plant per ASTM D98-87.

4. All concrete shall be air entrained, six percent (6%) plus or minus one percent (1%). Air entraining admixtures shall conform to ASTM C260-86.

B. Quality of Concrete:

1. Job Mix: minimum cement proportions, by volume. One part Portland cement, two and one-half (2 1/2) parts sand, three (3) parts coarse aggregate (3/4" to 1" maximum size).

2. Commercial Ready Mix:

a. Minimum Portland cement content: Five (5) bags/cubic yard.

b. Mixing period shall not exceed beyond one and one-half (1 1/2) hours per batch.

3. Exposed Concrete (Driveways, Sidewalks, Curbs and Gutters, Patios, Stoops, Etc.):

a. Minimum Portland Cement Content: Six (6) bags/cubic yard for three-quarter inch (3/4") to one inch (1") maximum size aggregate.

b. Maximum Slump: Four inches (4").

c. Maximum Water Content: Including moisture in the aggregate: six (6) gallons per bag of cement.

C. Forms:

1. Double forms required for all basement concrete foundation walls.

2. Side forms required for footings.

3. Build tight, straight, plumb, and brace rigidly.

4. Forms to be oiled prior to placement.

5. Stepped foundations - forms shall not cantilever more than six inches (6") beyond the excavation below to allow for proper bearing.

6. Wood footing forms, form ties and braces shall be removed prior to backfill.

D. Placing:

1. Place continuously unless otherwise allowed by the Building Official.

2. When not placed continuously, provide a bulkhead with keyway and dowels. Clean, score, and wet the top surface of the concrete before continuing.

3. Spade, rod or vibrate thoroughly. Concrete shall not be pulled with a vibrator.

4. Concrete shall not be placed on standing water, frozen ground or snow. Bottom of footing shall be cleaned of all soft soils and organic materials.

5. Where ambient outside air temperature is twenty (20) degrees and rising as determined by the Building Official, placed concrete shall be protected from freezing until cured by methods acceptable to the building official. Where ambient outside air temperature is between zero (0) degrees and twenty (20) degrees placed concrete shall be adequately protected with an external heat source until cured. No concrete shall be placed where the ambient outside air temperature is zero (0) or below.

E. Curing and Protection: Concrete shall be protected from drying or freezing and shall be cured in accordance with ASTM C309-89.

F. Loading: Allow sufficient time for strength of concrete to develop before subjecting to loads or traffic.

G. Reserved:

H. Footings:

1. General:

a. Design for proper distribution of superimposed loads.

b. Material: Cast in place concrete.

c. Bear on solid, unfilled ground.

d. Reinforce with steel bars where footings cross or bear on filled trenches or other unstable soil.

e. Footing dimensions listed below are based upon soils or average bearing capacity three thousand (3,000) pounds per square foot. For soils of lesser bearing capacity where unusual loading conditions exist, larger footings will be required. A soil investigation report is to be submitted along with plans stamped by Illinois Registered Architect or a Structural Engineer.

2. Wall Footings: Minimum dimensions for spread footings shall be eight inches (8") deep by sixteen inches (16") wide, except that masonry veneer on frame and solid masonry walls shall be ten inches (10") deep by eighteen inches (18") wide.

a. Omission of footings for one or two story buildings of frame or frame with brick veneer or one story solid masonry containing no basement or crawl space is permitted where soils permit.

b. Footing must be keyed a minimum of two inches (2") into undisturbed soil, or shall be interlocked to the soil by other approved methods.

c. Provide two-inch (2”) by two inch (2") keyway in the top of the footing underneath the centerline of the wall.

3. Pier, Post and Column Footings (Interior):

a. Minimum area: 6.25 square feet (30" x 30"), thickness: twelve inches (12") minimum.

4. Chimney Footings:

a. Dwellings; minimum thickness, twelve inches (12"); minimum projection each side, six inches (6”).

b. Pour integral with wall footing when chimney occurs in outside wall or inside bearing wall.

c. Material: Concrete cast in place.

I. Footing Drain Tile:

1. Required on the outside of all footings, minimum diameter, four inches (4"), where there is a basement or crawl space.

2. Cover tile with twelve inches (12") gravel or crushed stone containing no fine particles.

3. Connect to an approved outlet.

4. Provide drains in all window wells and below grade stair landings. Connect drains to drain tile with T-joints.

J. Concrete Foundation Walls Cast In Place: (For masonry unit foundation walls. See subsection 8-305 B. of this article.)

1. General:

a. Materials: See section 8-303 of this article.

b. Walls Supporting Frame Construction: Extend concrete not less than six inches (6") above adjoining outside finished grade.

c. Walls Supporting Masonry Veneered Wood Frame: Extend foundation of that wood portion of wall is not less than six inches (6") above outside finished grade.

2. Minimum Thickness:

a. Not less than eight inches (8"), or that of wall supported, whichever is greater for wood frame structures without masonry veneer.

b. Supporting porch slabs, steps and one-story accessory wood frame structures without basement; minimum eight inches (8").

c. Interior walls not subject to lateral pressure six inches (6") minimum.

d. All other walls, ten inches (10") minimum.

3. Girder Pockets: Provide four inches (4") end bearing on main wall for girder. Form pocket for wood girder one inch (1") wider than girder.

4. Sill anchor bolts to be installed.

a. Diameter, one-half inch (1/2") minimum.

b. Minimum length, ten inches (10") (minimum of 7 inches embedded in concrete).

c. Provide washer under nuts on bolts.

d. Spacing, not more than eight feet (8') on center; minimum two (2) bolts in each piece.

5. Anchorage For Intersecting Walls And Slabs: Provide dowel bar anchorage for porch and terrace slabs, concrete or masonry steps and wing walls, which adjoin foundation walls. For basementless portions and attached garages, embed four (4) 1/2-inch round hooked bars four feet (4') long in main wall, two (2) near top and two (2) near bottom of attached wall. Where new foundation walls adjoin existing foundation walls, they shall be attached with a minimum of four (4) 1/2-inch round dowel bars at each point of attachment.

6. Chimney Foundations: Start at level of lowest foundation wall footings.

7. If special or unforeseen soil conditions warrant, the Building Official may require either reinforcement of wall or increased thickness.

8. Damp proofing and waterproofing.

K. Concrete Floor Slabs on Ground:

1. Construction:

a. Fill Under Slabs: Gravel, sand, screenings, or crushed rock, minimum thickness four inches (4"). Earth under-fill thoroughly leveled and free from organic matter thoroughly tamped. No floor slab to be placed in water or on a soft, wet sub-grade.

Basements must be pumped dry at least twenty-four (24) hours before floor is poured.

b. Wire Mesh Reinforcing: Six inch (6”) by six inch (6") #10 required in all slabs used for driveways, patios, garage floors, and sheds. Overlap joints and tie every four feet (4').

c. Bottom of Slab: Not lower than top of footing. Provide at least four inch (4") bearing on footing.

2. Cement Floor Finish:

a. Finish basement slab with steel trowel.

b. Integral finish on concrete slab.

3. Slabs on ground used as base for floors or as a finish floor in habitable rooms:

a. Minimum thickness, four inches (4").

b. Provide vapor barrier directly under slab, at least six (6) mil thick polyethylene.

4. Basement Floor Slabs: Minimum thickness, four inches (4"). Provide vapor barrier directly under slab, at least six (6) mil thick polyethylene. All seams must be taped, overlapping the footing and vapor barrier secured to foundation walls.

5. Required Garage Floor, Sidewalks and Driveway Slabs: Minimum thickness, four inches (4").

6. Stoops, Terraces and Porch Floor Slabs:

a. Minimum thickness, four inches (4").

b. Install flashing between slabs and all wood construction. (See subsection 8-311 F. of this article.)

c. Wing wall support with #4 rebar required for concrete stoops.

7. Slabs on ground used to support interior bearing walls or partitions: Thicken to at least ten inches (10") for a width of twenty inches (20").

8. Pea gravel shall not be used for fill under unconfined slabs such as sidewalks, stoops, etc.

L. Pre-engineered Foundation Systems:

1. Pre-engineered foundation systems shall be permitted where acceptable to the Building Official. Required detailed plans and design specifications shall bear the seal and signature of a registered Illinois Architect or Structural Engineer.

8-305: MASONRY WORK:

A. General:

1. Construction Methods and Materials: See section 8-303 of this article.

2. Mortar:

a. All mortar must conform to the requirements of ASTM C270-89.

b. All grout must conform to the requirements of ASTM C476-83.

c. Re-tempering mortar: Mortar that has stiffened on the mortar board due to evaporation should be re-tempered to restore its workability by thorough remixing and by the addition of water as required. All mortar shall be used within two (2) hours after initial mixing.

3. Joints:

a. Maximum thickness five eighths inch (5/8"). Joints for decorative stonework may be increased by one-quarter inch (1/4").

b. Solid masonry units: Fill joints solid.

c. Hollow masonry units: No through mortar joints.

d. Fill all joints solid both sides of wall.

4. Bonding:

a. Walls of solid masonry units. Solid masonry bearing and nonbearing walls shall be bonded in accordance with one of the following methods:

(1) Bonding With Headers: The facing and backing shall be bonded with a header course consisting of alternate through header and stretcher every seventh course, or one through header in every two hundred forty (240) square inches, uniformly placed throughout wall.

(2) Bonding With Metal Ties: The facing and backing shall be bonded with corrosion resistant metal ties conforming to requirements of subsection F4 of this section for cavity walls. There shall be one metal tie for not more than each four and one-half (4 1/2) square feet of wall area. Ties in alternate courses shall be staggered. The maximum vertical distance between ties shall not exceed sixteen inches (16"), and the horizontal distance shall not exceed thirty-two inches (32"). Walls so bonded shall conform to the thickness (excluding cavity), height, and mortar requirements for cavity walls.

b. Masonry Walls of Hollow Units: Where two (2) or more hollow units area used to make up the thickness of a wall, bonding shall be in accordance with the recommendations of ACI 530-88/ASCE 5-88.

c. Stone Walls:

(1) Ashlar Masonry: Ashlar masonry, bond stones uniformly distributed shall be provided to the extent of not less than ten percent (10%) of exposed faces.

(2) Rubble Stone Masonry: Rubble stone masonry twenty-four inches (24") or less in thickness shall have bond stones with a maximum spacing of three feet (3') vertically and three feet (3') horizontally, and if the masonry is of greater thickness than twenty-four inches (24"), shall have one bond stone for each six (6) square feet of wall surface on both sides.

d. Intersecting concrete and masonry walls shall be anchored and bonded together in an approved manner.

5. Closed Cell Hollow Units: Use for rough openings, corners, and wall intersections. Filling exposed ends of cells shall not be an acceptable means of finishing.

6. Protection: Provide frost protection acceptable to the Building Official when temperature falls below freezing, except that no masonry work shall be done in temperatures below twenty (20) degrees Fahrenheit. (Protection as outlined by ACI 530.1-88/ASCE 6-88 for hot or cold weather shall be considered acceptable practice.)

7. Loading: Allow sufficient time for strength of mortar to develop before subjecting to loads.

8. Wetting Clay Masonry Units: All clay brick having absorption rates (determined in accordance with ATM specifications C67-73) in excess of 0.025 ounce per square inch per minimum shall be wetted sufficiently so that the rate of absorption does not exceed this amount.

B. Piers:

1. Exterior Walls: Piers supporting exterior walls acceptable only for detached accessory buildings, carports, open or screened (no glazing) porches and decks with or without roof and other non-habitable spaces.

2. Materials: Masonry units or cast in place concrete. (See section 8-303 of this article.)

3. Minimum Sizes In Inches:

a. Masonry: Twelve inches (12”) by twelve inches (12").

b. Plain concrete: Twelve inches (12”) by twelve inches (12") or twelve inches (12") round.

4. Maximum Spacing:

a. Exterior walls piers supporting floor joists: Maximum spacing based on dimensions of beam or girder material span capacity.

b. Exterior wall piers in line parallel to joists and interior piers: on center. Maximum spacing based on dimensions of beam or girder material span capacity.

5. Height: Minimum height above grade, six inches (6").

6. Hollow Masonry Units: When of hollow masonry units, cap with at least four inches (4") solid masonry or concrete.

7. Support: Anchor bolts or dowels, approved brackets or equivalent to be installed for post support.

8. Exceptions: Piers may be omitted from detached, freestanding, unroofed decks when approved by Building Official.

9. Support Posts: Support posts shall not be embedded in concrete.

C. Exterior Masonry Walls Above Grade: (See section 8-303)

1. Materials: Masonry or cast in place concrete.

2. Minimum thickness, eight inches (8"), except that walls in one story dwelling and one-story private garages may be six inches (6") thick when not over nine feet (9') in height, except that the height to the peak of a gable may be fifteen feet (15').

3. Maximum height for eight inches (8") thickness: twenty-two feet (22') from grade to eaves; or thirty feet (30') from grade to ridge in gable ends. For greater heights, minimum thickness twelve inches (12") except top twenty-two feet (22').

4. Backing, when used, solid or hollow masonry units, minimum thickness.

a. Bonded to facing, four inches (4").

b. Tied to facing with sheet metal ties, eight inches (8").

5. Furring when interior finish is applied, one inch (1") nominal wood strips. Spacing as permitted for interior finish. (See section 8-313.) Bituminous waterproofing materials on masonry not acceptable for plaster base. Install horizontal furring strips at ceiling and floor to form fire stops and prevent convection.

6. Lintels: Size to be determined by span in each case. No concentrated loads over non-reinforced lintels.

a. Lintels may be:

(1) Pre-cast concrete and brick reinforced.

(2) Stone.

(3) Masonry arch.

(4) Steel.

b. Support on minimum four inches (4') of solid masonry.

7. Rafter plate anchor bolts to be installed.

a. Diameter, one-half inch (1/2") minimum. Length, fifteen inches (15") embedded at least twelve inches (12") in wall.

b. Provide washer under nuts on bolts.

c. Spacing, not more than eight feet (8') on center.

8. Radiator recesses.

a. Construct at time wall is built.

b. Maximum recess depth, four inches (4") in eight-inch (8") walls, eight inches (8") in twelve-inch (12") walls.

c. Back and side of recess to be waterproofed and insulated.

d. Width under windows not greater than rough opening.

9. Vertical Chases:

a. Construct at time wall is built.

b. Maximum length for chases where net wall thickness is eight inches (8") or less, four feet (4').

c. Maximum chase depth, four inches (4").

d. Back and side of chase to be plastered with one-half inch (1/2") of Portland cement mortar.

10. Horizontal Chases:

a. Not acceptable unless wall thickness is at least four inches (4") greater than thickness required under subsection E.2. of this section.

b. Maximum depth, four inches (4").

D. Masonry Veneer:

1. Minimum Thickness of Material:

a. Architectural terra cotta (cellular)	3 inches
b. Architectural terra cotta (flat slabs)	1 1/4 inch
c. Brick	2 inches
d. Stone (natural)	2 inches
e. Stone (cast artificial)	1 1/2 inches
f. Clay tile (structural)	1 3/4 inches
g. Clay tile (flat slabs)	1/4 - 1 inch
h. Marble slabs	1 inch
i. Pre-cast stone facing	5/8 inch
j. Structural glass	11/32 inch

2. Masonry veneered wood frame construction. Veneer applied over sheathing with air space between.

a. Air Space: One inch (1") minimum between masonry veneer and sheathing.

b. Base Flashing: Copper or approved equal extending over top of foundation wall from outside face of wall and not less than twelve inches (12") up on sheathing. Felt paper not acceptable as base flashing.

c. Sheathing Cover: Apply water resistant building paper or saturated asphalt felt over sheathing. Lap base flashing at least four inches (4").

d. Bonding: Corrosion resistant metal ties spaced not more than sixteen inches (16") on center vertically and thirty-two inches (32") on center horizontally: When other than wood board sheathing is used, secure ties through to studs with corrosion resisting nails of length sufficient to penetrate wood at least one inch (1").
e. Lintels: Size to be determined by materials and span in each case. Bearing, at least four inches (4"). Arches permitted.

f. Weep Holes: See subsection F.6. of this section.

E. Cavity Walls:

1. Thickness: The minimum thickness of the inner and outer wythes of cavity walls shall not be less than a nominal four inches (4"), and the nominal out to out dimension of the wall shall not be less than ten inches (10").

2. Height: The maximum height of ten-inch (10") cavity walls and the width of the cavity shall conform to the requirements of subsection E. of this section.

3. Mortar Joints: All masonry units shall be laid in a full head and bed mortar joint. The mortar used in cavity wall construction shall conform to the requirements of "Portland cement mortar" or "cement lime mortar". (See subsection A.2.a. and b. of this section)

4. Bonded Facing: The facing and backing of cavity walls shall be bonded with three sixteenths inch (3/16") diameter non-corrosive steel rods or metal ties of equivalent stiffness embedded in the horizontal joints. There shall be one metal tie for not more than each four and one-half (4 1/2) square feet of wall area. Ties in alternate courses shall be staggered, the maximum vertical distance between ties shall not exceed twenty-four inches (24”), and the maximum horizontal distance shall not exceed thirty-six inches (36”). Rods or ties bent to rectangular shape shall be used with hollow masonry units laid with the cells vertical; in other walls the ends of ties shall be bent to ninety (90) degree angles to provide hooks not less than two inches (2") long. Additional bonding ties shall be provided at all openings, spaced not more than three feet (3') apart around the perimeter and within twelve inches (12") of all openings.

5. Flashing: Non-corrodible flashing shall be placed over the top of all openings, at windowsills and at the bottom of the cavity. Felt paper not acceptable as base flashing.

6. Weep Holes: Weep holes shall be provided in the head joint in the first course immediately above all flashing. The weep holes shall be spaced not more than thirty-

three inches (33”) on centers and every effort shall be made to keep the cavity clean of mortar droppings. When wicks of one-quarter inch (1/4") fiberglass rope or similar materials are used, weep holes shall be spaced not more than twenty-four inches (24") on centers.

7. Furring: See subsection D.5.of this section.

F. Masonry Chimneys:

1. Construction:

a. Masonry chimneys for residential type appliances shall be constructed of solid masonry units or reinforced concrete with walls not less than four inches (4") thick in addition to lining or rubble stone masonry not less than twelve inches (12") thick.

b. Chimneys shall be designed, anchored, supported and reinforced as required in this article. Chimneys shall not support any structural load other than their own weight unless designed to act as supporting members. Chimneys in wood frame buildings shall be anchored laterally at the ceiling lines and at each floor line which is more than six feet (6') above grade, except when entirely within the framework of the building.

2. Effective Flue Area:

a. Minimum diameter for house heating flue, eight inches (8"). For fireplaces, effective area not less than one-tenth (1/10) of fireplace opening.

b. Exceptions in flue sizes and combination of flues are allowed for listed appliances installed in accordance with manufacturer's specifications.

3. Liners, Wythes, Walls:

a. Masonry chimneys for residential type appliances shall be lined with fireclay flue lining not less than five-eighths (5/8) of an inch thick, or with liner of other approved material that will resist corrosion, softening or cracking from flue gases.

b. Fireclay flue liner shall be installed ahead of construction of the chimney as it is carried up and carefully bedded one on the other in refractory mortar, or the equivalent, with close fitting joints left smooth on the inside (bell ends up).

c. Liners shall be separate from the chimney wall and the space between the liner and masonry shall not be filled; only enough mortar shall be used to make a good joint and hold the liners in position.

d. Where two (2) adjoining flues in the same chimney are separated only by flue liners, the joints of the adjacent flue liners shall be staggered at least seven inches (7").

e. Where more than two (2) flues are located in the same chimney, masonry wythes (partitions) at least four inches (4") wide and bonded into the masonry walls of the chimney shall be built at such points between adjacent flue linings that there are not more than two (2) flues in any group of adjoining flues without such wythe separation.

4. Corbeling: Masonry chimneys shall not be corbeled from a wall more than six inches (6") nor shall a masonry chimney be corbeled from a wall which is less than twelve inches (12") in thickness, unless it projects equally on each side of the wall. In the second story of a two-story building of single-family occupancy, corbeling of masonry chimneys on the exterior of the enclosing walls may equal the exterior wall thickness. In any case, the corbeling shall not exceed one inch (1") projection for each course of brick.

5. Inlets: Every connector inlet to any masonry chimney shall enter the side thereof and shall be of metal net less than no. 24 manufacturer's standard gage (0.024 inch) or five-eighths inch (5/8") thick refractory material.

6. Cleanout Openings: Cleanout openings shall be provided in chimneys connected to appliances burning solid fuel. Cleanout openings shall be equipped with ferrous metal doors designed and constructed to be closed when not open for cleaning purposes.

7. Termination (Height):

a. Masonry chimneys for residential type appliances shall extend at least three feet (3') above the highest point where they pass through the roof of a building and at least two feet (2') higher than any portion of a building within ten feet (10').

b. Flue lining shall project four inches (4") above the top of the chimney cap. Chimney cap to be a minimum of two inches (2") thick and sloped to the outside edge.

c. Rain cap and spark arrestor required at point of termination.

8. Factory Built Chimneys: Factory built chimneys are factory made, approved, listed chimneys and shall be installed in strict accordance with the terms of their approval and listing and the manufacturer's instructions.

G. Fireplaces:

1. General: Fireplaces, barbecues, smoke chambers and fireplace chimneys shall be of solid brick or reinforced concrete or other approved materials and shall conform to requirements of this section and section 8-303 of this article. Filled concrete block or cinder block shall be considered unacceptable.

2. Construction:

a. The firebox of the fireplaces shall be at least eight inches (8") thick solid masonry, filled block shall be considered unacceptable, in addition to a lining of

low duty refractory brick at least two inches (2") thick laid in fire clay mortar with three-sixteenths inch (3/16") maximum joints, or the equivalent, or other approved lining as provided.

b. When ash dump is provided, empty into moisture resistive concrete or masonry chamber provided with metal cleanout door.

c. The firebox shall be twenty inches (20") in depth and will be permitted to be open on all sides provided all fireplace openings are located entirely within one room.

Exception: Rumford fireplaces are permitted, provided that the depth of the fireplace be at least twelve inches (12") and at least one-third (1/3) of the width of the fireplace opening, and that the throat be at least twelve inches (12") above the lintel and be at least one-twentieth (1/20) the cross-sectional area of the fireplace opening.

d. Each fireplace shall have an independent flue free from other openings or connections, and the first section of flue lining must start at the centerline of the fireplace opening.

3. Lining: The lining shall extend from the throat of the fireplace to a point at least four inches (4") above the top of the enclosing masonry walls.

4. Clearance: The distance between fireplace and combustibles shall be at least four inches (4"), and such combustibles shall not be placed within six inches (6") of the fireplace opening. Wood facings or trim normally placed around the fireplace openings may be permitted when conforming to the requirements of this section; however, such facing or trim shall be furred out from the fireplace wall at least four inches (4') and attached to noncombustible furring strips. The edges of such facings or trim shall be covered with a noncombustible material. Where the walls of the fireplace are twelve inches (12") thick, the facings or trim may be directly attached to the fireplace.

5. Smoke Chamber: All walls including back walls shall be at least eight inches (8") in thickness.

6. Areas Of Flues, Throats And Dampers: The net cross sectional area of the flue and of the throat between the firebox and the smoke chamber of a fireplace shall be at least that required by subsection G.2. of this section. Damper openings shall be at least, when fully opened, equal to the required flue area and shall be of not less than No. 12 manufacturers' standard gauge (0.105 inch) metal.

7. Lintel: Masonry over the fireplace opening shall be supported by a noncombustible lintel.

8. Hearth: Every fireplace shall be constructed with a hearth of brick, stone, tile or other noncombustible material. For fireplaces with an opening of less than six (6) square feet, the hearth shall extend not less than sixteen inches (16") in front and not

less than eight inches (8") on each side of the fireplace opening. For fireplaces with an opening of six (6) square feet of more, the hearth shall extend not less than twenty inches (20") in front and not less than twelve inches (12") on each side of the fireplace opening. Such hearth shall be supported on trimmer arches of brick, stone, tile or concrete not less than four inches (4") thick or other equally strong and fire resistive materials. All combustible forms or centering shall be removed after completion of the supporting construction.

9. Exterior Air: Masonry chimneys shall include an air intake capable of providing a sufficient amount of combustion air from the exterior of the dwelling. The exterior air intake shall be covered with a corrosion-resistant screen of one-quarter (1/4) inch mesh and shall be located at the base of the firebox.

10. Other Type Fireplaces: Other fireplaces not conforming to the requirements of this section shall be subject to approval by the building official prior to installation. Imitation fireplaces shall not be used for the burning of gas, solid, or liquid fuel.

11. Approved Factory-Built Fireplaces: May be installed and shall conform to the applicable portions of this code. Factory-built fireplaces shall bear the seal of a nationally recognized testing or inspection agency and be installed in accordance with manufacturers' recommendations. Firebox enclosures and chimney chase enclosures shall be lined with minimum five-eighths inch (5/8") drywall.

H. Glass Block:

1. May does not use a load bearing units.

2. Maximum Size Of Un-subdivided Panel: Area one hundred forty four (144) square feet; length twenty five feet (25'); height twenty feet (20').

3. Provide for expansion.

8-306: STRUCTURAL STEEL AND IRON:

A. Structural Steel Construction:

1. The design, fabrication, and erection of structural steel for building shall conform to the requirements of the "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings" of American Institute of Steel Construction.

2. Bearing:

a. Concrete walls, minimum bearing four inches (4").

3. Bearing Plates:

a. Design to distribute load, minimum thickness, five-sixteenths inch (5/16").

b. Bed in non-shrink mortar.

c. Plates may be omitted under wide flange type steel beams if width of flange provides sufficient bearing area so that allowable compressive stress of supporting materials is not exceeded.

B. Columns:

1. Material:

a. Standard shape, steel or cast iron.

b. Concrete filled steel pipe, new material, standard weight or heavier.

c. Other column materials as approved.

2. Bases and Caps: Steel or cast iron.

a. Caps: Rivet, bolt or weld to steel girders; spike or lag screw to wood girders.

b. Bases: Anchor by bolts or embed column in concrete.

3. Shims, metal, maximum height two and one-half inches (2 1/2") (loose shims not acceptable).

C. Light Gauge Cold Formed Steel Construction:

1. The design of light gauge cold formed steel construction shall conform to the "Specification for The Design of Light Gauge Cold-Formed Steel Structural Members", of American Iron and Steel Institute, 1962 edition.

D. Open Web Steel Joist Construction:

1. The design, fabrication and erection of open web steel joist construction shall conform to the "Load Tables And Weight Table For Steel Joists And Joist Girders", adopted by the Steel Construction and Steel Joist Institute, 1988 edition.

E. Welding:

1. Details of welding technique, inspection of welding and qualification of welding operators shall conform to the recommendations of the "Standard Code For Arc And Gas Welding In Building Construction", of the American Welding Society, AWS D1.1. All structural welding to be performed by a certified welder.

8-307: WOOD CONSTRUCTION:

A. Lumber:

1. Stress Grade Lumber: Except as otherwise specifically provided in this Code, "National Design Specifications for American Forest and Paper Association”

(AFPA), shall be accepted as good engineering practice covering design and use of stress grade lumber, of manufactured lumber and of their fastenings.

2. All plywood used structurally shall bear the identification of an approved testing agency as to type and grade of plywood, and species of lumber.

3. Lumber Dimensions:

a. Wood structural members shall be of sufficient sizes to carry the dead and live loads without exceeding the allowable working stresses hereinafter specified.

b. Computations to determine the required sizes of lumber members shall be based on the actual size of the lumber. Where manufactured lumber is used, follow the design criteria of the manufacturer for load computations.

c. Where minimum sizes of lumber members are required by this Code, they shall be construed as meaning nominal sizes. For sawn lumber, the dressed sizes established in (AFPA) shall be accepted as the minimum net sizes conforming to such nominal sizes. For manufactured lumber, the net sizes established in the specification shall be accepted as the minimum sizes conforming to such nominal sizes.

d. The Building Official may require the sizes and the allowable unit stress, of the species and the grade of lumber, used for structural design purposes to be shown on the plans or given in a statement filed therewith.

e. All wood framing members in direct contact with concrete or used in damp or wet locations to be pressure treated rot resistant or rot resistant species.

4. Pre-engineered Floor and Roof Systems:

a. Wood Floor Trusses: The use of open-web or perforated members are permitted provided required design specifications bear the seal of a registered Illinois Architect or Structural Engineer. These sealed specifications shall be submitted at the time of initial permit submission.

b. Wood Roof Trusses: The use of open-web or perforated members are permitted provided required design specifications bear the seal of a registered Illinois Architect or Structural Engineer. Plans may be submitted without the sealed specifications, however, must be submitted prior to permit issuance.

c. Other pre-engineered components such as I-joist type framing members, engineered beams, girders, or other similar products are permitted provided the plans are sealed by an Illinois registered Architect or Structural Engineer.

B. Framing; General: Except as specifically provided for herein, compliance with AFPA shall be acceptable as good engineering practice.

1. Structural Framing Members:

a. Splicing between bearing points not permitted.

b. When structural strength is impaired by cutting, drilling, or by inherent defects, replace or reinforce members in manner prescribed by a design professional and acceptable to the Building Official.

2. Framing at Chimneys:

a. Bearing of framing members on chimney masonry not acceptable. When pier support for girders or beams are required adjacent to chimneys, combustible framing must be at least two inches (2") away from chimney masonry.

b. Framing members: Not closer than two inches (2") to chimney masonry.

3. Fire blocking:

a. Fire block all furring, partitions (including soffits and drop ceilings) and outside stud walls at level of each floor or ceiling, and at juncture of roof rafters and wall.

b. Fire block all balloon framing at intervals not to exceed eight feet (8') in height.

c. Wood or masonry, tightly fitted, or other methods acceptable to the Building Official may be used.

d. Where open-web, perforated members or wood, I-joists are used they shall be protected from fire with one-half (1/2) inch gypsum board on the underside of the joist, taped and sealed or equivalent.

e. Open web trusses and similar open floor and ceiling assemblies as determined by the Building Official shall be fire-stopped both sides of the truss by one-hour fire-resistant construction. Maximum spacing of fire stopping shall be six feet (6’0”).

f. Wherever further required by the Building Official.

C. Floor Framing:

1. Columns and Posts:

a. Structural steel or iron. See section 8-306 of this article.

b. Wood Posts: Must be designed to carry the loads imposed. Support below must carry through to adequate foundation bearing. When wood posts are used in basement or crawl space, bear on concrete base resting on footing, top of base three inches (3") above finished floor; securely fasten top and bottom of post.

2. Girders:

a. Material: Laminated beams, solid wood, or built-up wood. Must be designed to carry the loads imposed.

b. Spans for Wood Girders: Determine in accordance with sound engineering practice and subject to approval of the Building Official.

c. Joints: Joints of solid and built-up wood girders to be made over pier or column supports only, unless specifically engineered and approved.

d. Air Space: Provide at least one-half inch (1/2") air space on each side of wood girders framed into masonry.

3. Sills:

a. Must be pressure treated water resistant or rot resistant species.

b. Minimum size - two-inch (2”) by four-inch (4") nominal.

c. Level and grout with Portland cement mortar. Organic or compressible shims are not allowed for permanent usage. All temporary shims must be removed prior to grouting.

4. Maximum Spans for Wood Joists: Except for stress grade lumber of an assured quality, designed in accordance with the national design specifications, AFPA, all wood joists shall be limited as follows:

a. Lumber must be properly identified as to species and grade and approved by the American lumber standards committee and shall be limited to the spans given in the current AFPA publication "Span Tables For Joists And Rafters.

b. Wood Floor Trusses: Allowable spans for wood floor trusses shall be designed in accordance with accepted engineering practices and shall conform to the manufacturer's specifications.

See table in appendix A, "Maximum Spans for Joists and Rafters", of this article.

c. Framing into headers or side of girders. Use steel joist hangers or wood ledger board at least two inches (2”) by two inches (2"), nominal. Notching of joist for ledger board more than one-fourth (1/4) of depth not permitted. Joists must have full bearing on support.

d. Framing into side of steel girders. Supply architectural detail for design. Allow one-half inch (1/2") minimum clearance over top of top flange. Secure to girder or to opposite joists, or bridge joists firmly at girder ends if other ends are fixed. Notch for bearing not more than one-fourth (1/4) of joist depth.

e. Framing Into Masonry:

(1) Minimum bearing, three inches (3").

(2) Fire cut or bevel top two inches (2").

(3) Second story floor joists parallel with masonry. Tie to masonry with metal straps extending over and secured to at least one joist and not more than eight feet (8') on center.

f. Butt or lap joists over girders and bearing partitions.

(1) Butting: Center and tie with metal straps or one inch (1") thick wood ties at least two feet (2') long.

(2) Lapping: At least four inches (4"), spike together; maximum projection beyond bearing, one foot (1').

g. Double Joists:

(1) Under all bearing partitions and under plaster finished nonbearing partitions when parallel to floor joists.

(2) Double joists which are separated to permit the installation of piping or vents shall be solid blocked spaced a maximum of four feet (4') on center.

(3) Double the floor joists framing each side of floor opening for plenum of furnace, spike joists together.

(4) Double floor joists supporting hot water heaters, washing machines, whirlpool bathtubs, kitchen islands or special loading conditions.

(5) Double joists on both sides of unsupported stairway openings.

(6) Loading conditions may require more support than doubling of joists.

h. Headers and Trimmers:

(1) Where more than one joist is cut for an opening, double headers and trimmers must be installed.

(2) Holes bored or cut into joist for piping or electrical work shall not be closer than two inches (2") to the top or bottom of the joist and the diameter of the hole shall not exceed one-third (1/3) the depth of the joist. Where headers span six feet (6') or more, headers must be supported by joist hangers, or by a ledger board not less than two inches (2”) by two inches (2"), nominal.

i. Cutting of Floor Joists:

(1) Notching top of bottom for piping and duct work is permitted to not more than one-sixth (1/6) minimum required joist depth except no notching in middle third of span; otherwise install header.

(2) Holes bored or cut through joist shall not be closer than two (2) inches to the top or bottom of the joist and the diameter of the hole shall not exceed one-third

(1/3) the depth of the joist, or larger than one inch (1”) within the two feet (2’) of the end of the joist.

j. Cross Bridging:

(1) Maximum spacing, eight feet (8'), minimum size, one inch (1”) by three inches (3") double nail at each end; bridging split by nailing not acceptable. Solid blocking, full depth, two inches (2") nominal acceptable.

(2) Rigid metal bridging may be used when acceptable to Building Official.

k. Cantilevered Construction: Submit detailed drawing bearing the seal of a registered Illinois Architect or Structural Engineer when required by the Building Official.

5. Sub-Flooring:

a. Plywood or Approved Equivalent:

(1) Apply with face grain perpendicular to support and panels continuous over two (2) or more spans.

(2) Minimum Thickness: Three-quarter inch (3/4") rated, tongue and groove plywood shall be installed.

(3) Install solid blocking under all edges at right angles to floor joists, or tongue and groove plywood approved by the Building Official may be used.

(4) Nailing: Nail securely to joists and blocking with nails six inches (6") on center on edges and ten inches (10") on center at intermediate framing members. Use 6d common nails for one-half inch (1/2") plywood, 8d for five-eighths inch (5/8") and three-quarters inch (3/4") and 10d common or 8d ring shank for one and one eighths inch (1 1/8") 3-ply.

(5) As underlayment, when used for leveling purposes over sub-flooring, minimum thickness one-eighth inch (1/8") 3-ply.

b. Wood Boards:

(1) The minimum thickness of floor sheathing shall be three-quarters inch (3/4") with a maximum joist spacing of twenty-four inches (24") on center.

(2) No two (2) adjoining boards shall break joints over the same joist space.

(3) Other spacings may be used when sub-flooring is designed according to loads to be imposed.

c. Clearance: Provide one-half inch (1/2") clearance between all sub-flooring and all masonry walls, chimneys and partitions.

d. Other Materials: Floors finished with any material other than hardwood.

e. Combination Sub-floor Underlayment: Combination sub-floor underlayment shall be installed in accordance with the "fastening schedule", in appendix B of this article.

D. Ceiling Framing:

1. Joists:

a. Maximum Spans for Wood Joists: Except for stress grade lumber of an assured quality, designed in accordance with the national design specifications, AFPA, all wood joists shall be limited as follows and see subsection C.4. of this section.

b. Rafter Ties: Use ceiling joists as ties for rafters whenever possible.

c. Bridging: Solid, two inches (2") thick full depth of joists, staggered for end nailing. Joists eight inches (8") and over, one inch (1”) by three inch (3") cross bridging or rigid metal bridging may be used; when acceptable to the Building Official; maximum spacing, eight feet (8') on center.

d. Splicing Requirements: Splicing of framing of ceiling joists over girders and bearing partitions shall follow the requirements for floor joists.

2. False Ceilings:

a. Minimum size two inches (2”) by four inches (4") on edge supported by wood or metal hangers, not more than six feet (6') on center.

b. Ceiling joists bridging not required.

E. Roof Framing:

1. Spans: (See design load requirement in subsection 8-300 B.2.c. of this article.)

a. Truss Roofs: Provide temporary bracing during erection, and permanent lateral and cross bracing as specified by manufacturer.

b. Manufactured Rafters: Follow manufacturer's specifications for installation.

c. Nominal Lumber: For species of lumber not listed in table below, refer to the "Span Tables For Joists And Rafters", published by the NFPA. (See appendix B of this article.)

d. Individual rafters or trusses shall be attached to wall assembly top plate by connections capable of resisting uplift forces. Hurricane ties shall be installed at forty-eight inches (48”) on center.

2. Pitched Roof Construction:

a. Rafter Seat Cuts: Cut for level bearing no more than one-quarter (1/4) depth of rafter at inside intersection. Toe-nail rafter into top plate. (For anchorage of top plate on masonry walls see subsection 8-305 D.7. of this article).

b. Collar Ties: Minimum size - one inch (1”) by six inches (6") or two inches (2”) by four inches (4"). Maximum spacing - four feet (4') on center. Vertical height - one-third (1/3) down from ridge beam or rafter intersection.

c. Ridge Beams: Ridge board must be two inches (2") thick, nominal, and minimum one size larger than rafters.

d. Hip Rafters: Must be two inches (2") thick, nominal, and minimum one size larger than rafters.

e. Valley Rafters:

(1) Must be two inches (2") thick, nominal, and have a depth not less than the cut end of the jack rafters.

(2) Maximum unsupported length of single valley rafters - eight feet (8'). Maximum unsupported length of double valley rafters - twelve feet (12').

f. Roof Openings: Provide double headers and trimmers when more than one rafter is cut, and when dormer windows are installed without additional support.

g. Chimney Saddles: Required at upper side of all chimneys whose upper side is not in contact with the ridge.

h. Wood Roof Trusses: The use of open-web or perforated members are permitted provided the required design specifications bear the seal of a registered Illinois Architect or Structural Engineer.

3. Flat Roof Construction:

a. Provide cross bridging at maximum spacing of eight feet (8') on center. Minimum size of bridging - one inch (1”) by three inches (3").

b. Splicing of framing of roof joists over girders and bearing walls shall follow the requirements for floor joists.

F. Exterior Wall and Bearing Partition Framing:

1. Studs:

a. Continuous lengths without splicing.

b. Minimum size, two inches (2”) by four inches (4") - nominal.

c. Maximum spacing for all construction, sixteen inches (16") on center.

Exception: Wall stud spacing may be increased to twenty-four inches (24") on center provided minimum of two-inch (2”) by six inch (6") studs are used with double top plates.

d. Maximum length for balloon frame, twenty feet (20'), notch studs at second floor to receive one inch (1”) by four-inch (4") ribbon. Nail joists to studs.

e. Provide fire blocking at eight feet (8') on center when height of wall exceeds eight feet (8').

2. Corner Posts: Not less than three (3) 2-inch by 4-inch set to receive interior finish.

3. Corner Bracing:

a. Full sheet plywood or structural rated sheathing at both sides of all external corners.

b. One inch (1”) by four inches (4") let into outside face of studs and plates set approximately at forty five (45) degrees extend from sill to plate.

c. Metal wall bracing may be used provided it is installed in accordance with manufacturer's recommendations.

(1) Exception: Except for knee wall construction other approved lateral braces may be installed.

4. Sill Construction:

a. Sill Anchorage: (See section 8-304 J.4.)

b. Sills and Girders On Top Of Foundation Walls And Piers: Level and grout with Portland cement mortar; wood not to be used for permanent shims. Sills to be pressure treated water resistant or rot resistant wood.

c. other methods may be used if detailed on drawings submitted with application and acceptable to Building Official.

5. Window and Door Openings:

a. Cripple Stud on Jambs: Extend in one piece from header to bearing and nail to outer stud.

b. One story building where header carries roof load only

Spans less than 4'	Two 2" x 4" on edge
Spans 4' to 6'	Two 2" x 6" on edge
Spans 6' to 8'	Two 2" x 8" on edge

Spans 8' to 10'	Two 2" x 10" on edge
Spans 10' to 12'	Two 2" x 12" on edge

Two story or bi-level where header carries one floor and roof loads assuming 1200 F and double top plate.

Spans less than 4'	Two 2" x 6" on edge
Spans 4' to 6'	Two 2" x 8" on edge
Spans 6' to 8'	Two 2" x 10" on edge
Spans 8' to 10'	Two 2" x 12" on edge

For garage door header:

Spans 12' to 16'	Three 2" x 12" on edge, or two 2" x 14" on edge, or two 2" x 12" on edge with 1/4" x 11" steel plate
Spans 16' to 18'	Three 2" x 14" on edge, or two 2" x 14" on edge with 1/4" x 13" steel plate

For garage door header where header carries one floor and roof loads:

Spans 12' to 16'	Three 2" x 14" on edge, or two 2" x 14" on edge with 3/8" x 13" steel plate

c. Where headers support concentrated loads or are subjected to other unusual loading conditions, the header shall be specifically designed.

d. Pre-engineered headers may be used when acceptable to the Building Official.

6. Plates:

a. Top plates, two (2) 2 x 4s. Lap at corners and intersecting partitions. When plates are but for piping or duct work, provide doubled studs at both sides of opening and tie top plates together with a metal strap. Splices of bottom plate must be made over stud. The maximum number of top plates used together shall be four (4).

b. Where headers support concentrated loads or are subjected to other unusual loading conditions, header shall be specifically designed.

c. Sill plates, minimum thickness, two inches (2"); exterior wall studs may bear on the foundation sill plate or on a sill plate on top of sub-floor.

7. When bearing partitions connect to masonry walls, anchor wall to masonry with bolts or spikes.

8. Wood bearing partitions in cellars and basements are not allowed unless specifically designed for that use and approved by the Building Official.

G. Nonbearing Partition Framing:

1. Studs:

a. Use continuous lengths without splicing.

b. Minimum size - two inches (2”) by four inches (4"), sixteen inches (16") on center. Exception: mechanical wall to be two inches (2”) by six inches (6”), sixteen inches (16”) on center.

c. Masonry walls may be furred out with two inches (2”) by two inches (2") nominal lumber as a minimum.

2. Plates:

a. Minimum thickness, to inches (2").

b. Splices must be made at midpoint of stud.

H. Wall Sheathing: Sheathing may be omitted on detached accessory buildings.

1. Wood Board:

a. May be used under any exterior finish material.

b. Minimum thickness: one inch (1"); maximum width: eight inches (8") unless triple nailed; maximum stud spacing: twenty-four inches (24") on center.

c. Break joints over center of studs unless end matched (T&G) boards are used; no two (2) adjoining end matched boards to break joints over same stud space and each board to bear on at least two (2) studs.

d. Application: When laid diagonally extend at forty-five (45) degrees in opposite directions from each corner; apply horizontally under stucco finish.

2. Plywood or Approved Equivalent:

a. May be used under any exterior finish material.

b. Thickness/spacing:

Minimum Thickness: one-half inch (1/2") rated.

c. Types of finish which affect the minimum thickness of plywood used:

(1) Under Wood Shingles: If five-sixteenths inch (5/16") plywood is used, apply shingles over one inch (1”) by two inch (2") nailing strips using copper or galvanized nails for attaching the shingles. Nailing strips may be omitted if barbed nails are used for attaching the shingles.

3. Fiberboard: Structural. (See appendix B of this article)

a. Under Wood Shingle Siding: Apply one inch (1”) by two inch (2") nailing strips over sheathing, spaced according to shingle exposure.

b. Thickness/Spacing:

Minimum Thickness	Maximum Stud Spacing
1/2 inch	16 inches
3/4 inch	24 inches

I. Sheathing Paper:

1. Material:

a. Water resistant building paper.

b. Asphalt saturated felt.

c. Vapor resistance shall be less than that of vapor barrier provided on inside of wall.

d. Or other as acceptable by the Building Official

2. Application:

a. Use over all types of sheathing.

b. Apply shingle fashion, four-inch (4") lap. Lap four inches (4") over paper strips around openings.

c. Use six inch (6") wide strips behind exterior trim of all exterior openings.

d. Install tape on all overlaps.

e. Attachment with cap staples, cap nails, or equivalent as approved by the Building Official

3. Paper not required over fiberboard factory treated to be moisture resistant, (except when used behind masonry veneer and stucco) provided:

a. Necessary corner and opening cuts are caulked with elastic waterproof caulking material. Corner joints may be protected with eighteen-inch (18") widths of sheathing paper applied shingle fashion.

b. At heads of openings, bottom edge of board is located to permit head flashing to be extended under and turned up behind sheathing, and joint between head flashing and board is caulked.

J. Roof Sheathing:

1. Wood Boards:

a. May be used under any roofing material.

b. Minimum Thickness: one inch (1"); maximum width: eight inches (8"), maximum rafter spacing: twenty-four inches (24") on center.

c. Break joints over center of rafters unless end matched (tongue and groove) boards are used; no two (2) adjoining end-matched boards to break joints over same rafter space and each board to bear on at least two (2) rafters.

d. Application: Lay closed under all roof material. Under wood shingles or shakes one inch (1”) by four inches (4") or one inch (1”) by six inches (6") spaced sheathing may be used spaced according to the weather exposure of the shingle or shake.

2. Plywood or Approved Equivalent:

a. May be used under any roofing material.

b. Minimum Thickness: one-half inch (1/2”) rated for roof framing that is sixteen inches (16”) on center. All one-half (1/2”) sheathing shall have panel edge clips (H clips). H clips to be eighteen (18) or twenty (20) gauge. Minimum two (2) equally spaced on the board.

c. Five-eighths inch (5/8”) thick sheathing shall be used for roof framing that is twenty-four inches (24”) on center.

Exception: Plywood thickness for slate, tile, cement shingles should be in accordance with manufacturer's specifications.

d. Under Wood Shingles: Apply one inch (1”) by two inch (2") nailing strips over plywood less than one-half inch (1/2") thick, spaced according to shingle exposure.

e. Protect exposed edges of sheathing along eaves and rake of roof with moldings or sheet metal flashing. Flashing along eaves may be integral with gutters. If gutters are not installed, form the flashing to provide a drip.

3. Fiberboard is not acceptable for roof sheathing.

4. Engineered board may be used when installed in strict accordance with manufacturer's specifications and when acceptable to the Building Official.

5. Engineered board thicknesses shall be at least equal to those minimum thicknesses stated in subsection J.2.b. of this section for plywood or rated equivalent.

6. In no case shall plywood or engineered board sheathing exceed the span markings stamped on the material. (Panel Identification Index.)

7. Nail securely to rafters with 6d nails for one-half inch (1/2") thickness and less, 8d nails for five-eighths inch (5/8") thickness and greater. Space at six inches (6") on center at edges and twelve inches (12") on center at intermediate supports.

K. Caulking:

1. Caulk around exterior openings in masonry or masonry veneer walls.

2. Caulk at intersections of wood and masonry except when flashed. This does not apply to tops of foundations.

3. Caulking shall remain elastic, non-hardening and firmly adherent.

8-308: RESERVED:

8-309: EXTERIOR WALL FINISH:

A. Wood Siding:

1. Use well-seasoned material. Moisture content not to exceed fifteen percent (15%).

2. Nail at each bearing with hot dipped galvanized or cement coated nails.

3. Bevel Siding:

a. Finish dimensions to comply with the following limitations as to minimum top and butt thickness:

Nominal Width (Inches)	Thickness At Top (Inches)	Thickness At Butt (Inches)
4 to 6	3/16	7/16
8	3/16	9/16
10 to 12	3/16	11/16

b. Minimum Head lap: one inch (1") for four-inch (4") width; one and one-quarter inches (1 1/4") for widths over four inches (4").

c. Nail near butt only. Do not nail through board underneath.

4. Rustic And Drop Siding: Minimum thickness, three-fourths inch (3/4") (finished); maximum width eight inches (8") (nominal).

5. Shiplap Or Matched Siding:

a. Minimum thickness, three-fourths inch (3/4") (finished); maximum width, twelve inches (12") (nominal).

b. Triple nail all boards over eight inches (8") in width.

c. When boards are applied vertically, set edges in white lead.

B. Wood Shingle Siding:

1. Shingle Grades:

a. Single course siding, No. 1 or No. 2.

b. Double course siding, no.1 for exposed shingles; under course may be No.1 or No. 2.

2. Minimum Size:

Length (Inches)	Thickness
16	5 butts in 2 inches
18	5 butts in 2 1/4 inches
24	4 butts in 2 inches

3. Nailing:

a. Nails: Copper or hot dipped galvanized.

b. Butt Nail Double Coursing: Exposed nails may be small headed.

C. Plywood:

1. Material, sound.

2. Grade mark, for exterior use, on each sheet of plywood.

3. Plywood, three-eighths inch (3/8") thick, may be used on sheathed walls. If sheathing other than wood is used, install solid blocking between studding as provided in subsection C.4.of this section.

4. Installation:

a. Vertical Joints: To occur over studs.

b. Horizontal Joints: Install solid blocking between studding for nailing.

c. Butt joints of square edge material, whether exposed or covered by battens, fill with mastic.

d. Corner Boards: Apply over plywood or butt plywood against boards at all corners.

e. Nails: Cement coated or hot dipped galvanized, flat head. Minimum Spacing: on edge, six inches (6"); on center, at intermediate bearings, twelve (12") inches on center.

D. Metal Siding:

Siding	Thickness
1. Aluminum clapboard siding	0.024 inch minimum
Aluminum clapboard siding	0.019 inch may be un-backed only when the flat areas are 5 inches or less in the narrow dimension.
2. Formed steel siding	twenty-eight (28) gauge minimum
3. Vinyl siding	n/a

E. Protected Combustible Fiberboard Siding: Minimum thickness: one-half inch (1/2").

F. Hardboard And/or Masonite: Minimum thickness of one-quarter inch (1/4") and providing required outside sheathing is first installed on outside of studs.

G. Manufactured Brick Siding: Install as per manufacturer's specifications.

H. Other Materials: As approved by the Building Official.

8-310: ROOF COVERINGS:

A. General:

1. Roof Slope.

a. Wood shingle and tile roof, four (4) in twelve (12) minimum.

b. Asphalt shingle roof, two (2) in twelve (12) minimum.

c. Shingle roofs less than four (4) in twelve (12) but not less than two (2) in twelve (12) shall be applied in strict accordance with manufacturers' specifications.

d. Built up roofs (gravel or slag surface), two (2) in twelve (12) maximum.

e. Built up roofs with mineral surfaced cap sheet, three (3) in twelve (12) maximum.

f. When materials and method of application provide precautions in excess of these minimum requirements to assure a weather tight roof, the roof slopes may be altered subject to acceptance by Building Official. Application and materials as outlined by "Manufacturers Selection And Application Of Asphalt Roofing And Siding Products" published by ARIB shall be considered as acceptable good practice.

2. Either a nine inch (9") wide or wider strip of mineral surfaced roll roofing or a row of inverted shingles may be used a starter course.

3. Nails for Attaching Roof Covering: Copper or hot dipped galvanized nails. Staples not permitted.

B. Asphalt and Fiberglass Shingles:

1. Fire underwriters class C label on each bundle.

2. To be rated at ninety (90) mile per hour wind rating or greater.

a. Irregular shaped shingles manufactured in conformance with the Underwriters' Laboratories minimum weight requirements.

3. Exposure as required for Underwriters' Class C label.

4. Head lap as recommended by manufacturers; minimum two inches (2").

5. Underlay:

a. Asphalt saturated felt; weight approximately fifteen pounds (15#) per one hundred (100) square feet or equivalent.

b. One layer of fifteen-pound (15#) asphalt saturated felt shall be required under all double thickness shingles on roof slopes three (3) in twelve (12) or greater.

c. On roof slopes two (2) in twelve (12), install fifteen (15) pound asphalt saturated felt. A nineteen (19) inch width strip shall be laid along the eaves followed by a thirty-six-inch (36”) sheet completely overlapping the first nineteen inch (19”) sheet. Each successive thirty-six-inch (36”) sheet shall overlap the preceding nineteen inches (19”). A continuous layer of plastic roof cement shall be applied between the two (2) layer of asphalt felt on the roof area. Application shall start from the eaves to a point on the roof twenty-four inches (24”) inside the inside wall line of the building. The cement shall be applied with a comb trowel and the overlying sheet shall be pressed firmly into the cement over the entire cemented area.

d. An ice barrier that consists of at least two (2) layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet, shall be used in lieu of normal underlayment, and extend the lowest edges of all roof surfaces to a point at least twenty-four inches (24”) inside the heated wall line of the building.

6. Re-Roofing: No more than two (2) layers over existing original installation without architect's written approval.

C. Wood Shingles:

1. Edge-grain, tapered shingles (No. 1 grade).

2. Minimum Size:

Length (Inches)	Thickness
16	5 butts in 2"
18	5 butts in 2 1/4"
24	4 butts in 2"

3. Maximum Exposure:

SLOPE OF ROOF EXPOSURE FOR SHINGLE LENGTH (Inches)

Rise	Run	16	18	24
3 to 7	12	4	1 1/2	7 1/2
7 to 18	12	5	5 1/2	7 1/2

4. Minimum thirty-pound (30#) asphalt saturated felt required.

D. Tile Roofing:

1. Quality: Hard burned or cement type roofing tile.

2. Underlay: One layer asphalt saturated felt, approximately thirty pounds (30#) per one hundred (100) square feet.

3. Shingle Tile, per manufacturer’s recommendations.

4. Interlocking Tile and Curved Tile: Lay in accordance with manufacturer's recommendation.

E. Slate Shingles:

1. Quality: Free from knots or knurls and reasonably smooth cleavage.

2. Underlay: Asphalt saturated felt approximately thirty pounds (30#) per one hundred (100) square feet.

F. Built Up Roofs:

1. Asphalt or tar and gravel coverings; including flashings: comply with requirements of Underwriters' Laboratories, Inc.; built up roof coverings: minimum 3-ply.

2. Apply according to manufacturer's directions.

3. Each ply of felt: minimum weight - fifteen pounds (15#) per one hundred (100) square feet.

4. Surface with:

a. Roofing Gravel or Crushed Stone: approximately four hundred pounds (400#) per one hundred (100) square feet; or

b. Crushed Slag: approximately three hundred pounds (300#) per one hundred (100) square feet.

c. other material approved as to quality and weight by the Building Official.

5. Top ply of felt and crushed stone or slag surfacing may be replaced with one layer of mineral surfaced cap sheet, minimum weight - eighty-five pounds (85#) per square foot.

G. Metal Roofs:

1. Materials:

a. Galvanized Sheet Metal: 26-gauge sheets, 1.25-ounce (total weight both sides) zinc coating per square foot.

b. Copper: Sixteen ounce (16oz) soft (roofing temper).

c. Roofing Tin: Forty-pound (40#) coating.

d. Lead: Sheet lead, two and one-half pounds (2 ½#) per square foot.

2. Nails:

a. Hard copper or copper alloy, for copper roofs.

b. Hot dipped galvanized, for galvanized, sheet metal roofs.

3. Seams, flat or standing; flat seams, locked and soldered.

4. Provide for expansion.

H. Other Types of Roof Coverings: Roof coverings such as metal shingles, canvas, or roll roofing: may be used when the type and weight of material, and method of application are acceptable to the Building Official

8-311: FLASHING:

Flashings, a lap joint or a turned-up flange, usually of metal to make a watertight connection between two (2) different materials.

A. Material:

1. Copper: Sixteen ounce (16oz) soft (roofing temper).

2. Galvanized sheet metal: 26-gauge, 1.25-ounce (total weight both sides) zinc coating per square foot.

3. Lead: Hard lead, two pounds (2#); soft lead, four pounds (4#).

4. Tin: Forty (40) pound coating, painted both sides.

5. Membrane waterproofing material acceptable to Building Official.

6. Copper and zinc flashings, gutters and downspouts not to be used in conjunction with each other.

7. Aluminum of suitable weight to the Building Official.

B. Openings Not Protected by Overhang:

1. Heads of Openings, Wood Frame Walls:

a. Sheet metal extended behind finish siding material and turned down over outside edge of head trim unless drip cap extends behind and above bottom of finished material; or

b. Three-ounce (3oz) copper coated building paper may be used provided flashing is not exposed to weather more than two inches (2"). Extend behind siding. Blind tack at outside edge of drip cap, one inch (1") on center.

2. Heads and Sills Of Openings, Masonry Veneered Wood Frame Walls:

a. Material: Sheet metal or membrane waterproofing material acceptable to Building Official.

b. Head Flashing: Extend from front edge of lintel, up and over top of lintel and up on sheathing under building paper.

c. Sill Flashing: Extend under masonry sill, up on sheathing and under wood sill.

3. Heads and Sills Of Openings, Masonry Walls:

a. Material: Sheet metal or membrane waterproofing material acceptable to Building Official.

b. Head Flashing: Extend from front edge of lintel, up and over top of lintel, through wall and turn up one inch (1") on inside surface.

c. Sill Flashing: Extend under and behind masonry sill.

4. Heads Of Openings, Stuccoed Wood Frame Walls:

a. Material: Sheet metal.

b. Drip: From drip on front edge of drip cap and extend flashing up behind building paper underneath stucco.

C. Intersections:

1. Provide sheet metal flashing for all horizontal and vertical intersections of stucco with other materials.

2. All flashing in connection with masonry walls shall have flashing or counter flashing built into masonry not less than one inch (1").

D. Valleys:

1. Rigid shingle roof covering:

a. Flash with sheet metal or equivalent.

b. Flashing on:

(1) Roof slopes less than seven (7) in twelve (12), width eighteen inches (18").

(2) Roof slopes seven (7) in twelve (12) or more, width twelve inches (12").

(3) Single strips eighteen inches (18") wide may be used under closed valleys.

2. Asphalt shingles roof covering valley requirements to be in accordance with manufacturer's requirements.

E. Roof and Wall Intersections:

1. Sloping Roof: Sheet metal flashings.

2. Flat Roof: Sheet metal or same material as roof covering. When sheet metal is not used, install forty-five (45) degree cant strip at roof and wall intersection.

F. Terrace or Porch Slabs: Suspended (reinforced) type or bearing on the ground, which abut wood construction at exterior wall.

1. Flashing Material: Sheet metal.

2. Extend flashing at finish floors of terrace or porch from one-quarter inch (1/4") outside exterior face of finish, turn up four inches (4") behind exterior finish, then turn down and extend four inches (4") below top of outside of foundation.

G. Chimneys:

1. All chimney and roof intersections, sheet metal flashing.

2. Cricket or saddle covering: Sheet metal.

8-312: GUTTERS AND DOWNSPOUTS:

All dwellings shall be provided with gutters and downspouts. Downspouts shall properly discharge roof water at least twenty-four (24") inches away from foundation. Gutters and downspouts may be omitted with minimum twenty-four-inch (24”) roof overhang. See the following specifications:

A. Materials: See appendix B of this article.

1. Copper, sixteen (16) ounce, hard (cornice temper).

2. Galvanized sheet metal: 26-gauge sheets, 1.24-ounce (total weight both sides) zinc coating per square foot.

3. Solid wood gutters: Paint inside with two (2) coats pitch or three (3) coats lead and oil after installation.

4. Aluminum: Gutters shall be a minimum of 0.027-inch-thick metal and downspouts a minimum of 0.020-inch-thick metal.

5. Vinyl.

B. Roof Water Disposal: Provide outlet acceptable to the Building Official.

8-313: INTERIOR WALL AND CEILING FINISH:

None shall be applied when moisture content of framing lumber remains over nineteen percent (19%).

A. Lath And Plaster: See appendix B of this article.

1. Wood Lath:

   a. Maximum stud spacing, sixteen inches (16") on center.

   b. Lath, No. 1, five-sixteenths inch (5/16") thick.

   c. Space lath one-fourth (1/4) to three-eighths inch (3/8") apart. Break joints every seventh lath, nail to each bearing.

2. Expanded Metal Lath:

   a. Painted or galvanized lath.

   b. Minimum weights; maximum spacing of supports:

Use	Pounds Per Yard	Stud Spacing (inches)
Walls		
All dwellings	2.5	16
One story dwellings	X3.4	20
	X4.0	24
	XX3.0	24
		Joist Spacing (Inches)
Ceilings	X2.75	16
	X3.4	16
	XX3.4	24
X Flat rib		
XX High rib		

3. Insulating Fiberboard Lath:

   a. Minimum thickness, one-half inch (1/2").

   b. Lath size, sixteen inches (16”) by forty-eight inches (48"). Lath twenty-four inches (24”) by forty-eight inches (48") may be used provided all joints at right angles to the framing members are covered with continuous strips of metal lath and ends of lath are nailed to solid bearing (framing members) at approximately four inches (4") on center including intermediate supports.

   c. Maximum stud or joist spacing, sixteen inches (16") on center.

   d. Apply in accordance with manufacturer's directions.

4. Lathing:

   a. Heads of Openings: Install lath so vertical joints of first course of lath above head will not occur on jamb studs.

b. Corner Beads: Galvanized metal, for all external corners.

c. Corner and Joint Reinforcing: Metal lath two and one-half inch (2 1/2") lap on each surface.

d. Over Solid Wood Surfaces: Install metal lath on strips or use furring nails. Lap metal lath on adjoining lath surfaces.

5. Plaster:

a. Mix all plaster (lime and prepared) according to manufacturer's recommendations.

b. Quick lime, slake thoroughly.

c. Minimum thickness, one-half inch (1/2") over lath base. Finish all ceilings level and walls and corners, plumb and straight.

6. Drying Period: Allow sufficient time for plaster to dry thoroughly before application of trim.

B. Ceramic Tile: Waterproof all surfaces prior to the application of the setting coat of adhesive.

C. Bath - Shower Walls:

1. Surface Materials: Dense, smooth and water repellent. Walls of showers and bath enclosures with shower heads shall be so surfaced to height not less than six feet (6') above bases and not less than four feet (4') above lip of tubs.

2. Backing Materials: Backing materials shall be suitable for application of tile or other approved surfaces.

3. Installation: Installation of backing materials, and required waterproofing, shall be in accordance with manufacturer's recommendations. All joints and other openings shall be caulked or otherwise protected from infiltration of water.

D. Dry Wall Finish:

1. Minimum thickness: Actual inches.

Type Of Wall Finish	Spacing Of Studs of Furring (Actual Inches)		
	16	20	24
Wood boards	3/8	1/2	1/2
Plywood	1/4	3/8	3/8
Gypsum board	3/8	1/2	1/2
Fiberboard	1/2	3/4	3/4

2. Other types of boards, including compressed dense composition board less than one-half inch (1/2") thick, may be used when acceptable to the Building Official. Maximum stud spacing sixteen inches (16") on center.

3. There shall be three-eighths inch (3/8") drywall backer board behind all wood paneling less than twenty-five thirty seconds inch (25/32") thick. Fastening shall be: eight inches (8") on center on the edge, twelve inches (12") on center through field of board.

4. There shall be a three-eighths inch (3/8") drywall backer board behind all wood paneling less than three-fourths inch (3/4") thick.

8-314: FINISH FLOORS:

A. Cement Floors:

1. Mix. See subsections 8-304 B. and 8-304 K.2. of this article.

2. Heater room floors and wood construction where solid or liquid fuel is used:

a. Minimum thickness, four inches (4").

b. Use sheet metal over tops of joists for concrete forms or cut in one inch (1") boards flush with top of joists. If wood boards are used, remove after slab has set.

c. Reinforce slab with wire mesh weighing not less than thirty pounds (30#) per one hundred (100) square feet, or with one-quarter inch (1/4") bars spaced one foot (1') on center each way.

3. Heater room floors on wood construction where gas burning equipment raises temperature of floor to above one hundred sixty (160) degrees, comply with the provision of subsection 2 of this section. See American Gas Association specifications.

B. Wood Floors:

1. Materials:

a. Flooring: Kiln dried material.

b. Strip flooring, hardwood or softwood, installation to be in accordance with the National Wood Flooring Association.

c. Nails: Maximum spacing, sixteen inches (16") on center.

2. Installation:

a. Finish Flooring Over Sub-flooring: Apply at right angles to sub-flooring except when sub-flooring is laid diagonally, and except when on strips applied directly over floor joists.

b. Finish Flooring on Strips: Wood strips, minimum size, one inch (1”) by two inches (2"), maximum spacing, sixteen inches (16") on center. Apply strips over building paper or deadening felt on top of sub-flooring.

c. Strip Flooring on Concrete: Apply on not less than two inches (2”) by two inches (2") sleepers embedded in concrete.

d. Wood Block Floorings on Concrete: Set blocks in mastic and install in accordance with flooring manufacturer's directions.

e. Pre-engineered wood flooring systems are to be installed in strict accordance with manufacturers' specifications.

C. Ceramic Tile:

1. Materials: (See appendix A.)

2. Grade: Not less than standard grade.

3. Installation: Ceramic tile to be installed in strict accordance with manufacturers' specifications.

D. Resilient Floors:

1. Linoleum, asphalt, vinyl, rubber, cork and similar coverings, including wall to wall carpeting as manufactured in tile form or rolls, shall be installed in accordance with manufacturer's recommendations.

2. Resilient floors shall not be installed directly over wood board, plywood, or wood plank sub-floor. An underlayment grade of wood-based panels of plywood, particle board, or hardboard a minimum thickness of one-quarter inch (1/4"), shall be used over wood sub-floors under resilient floors, excluding wall to wall carpeting.

3. See subsection 8-307 C.5. of this article for combination sub-floor underlayment panels.

8-315: GARAGES AND ACCESSORY BUILDINGS:

A. Attached and Built-In Garages:

1. For purposes of this Code, an attached/built-in garage shall be permitted as follows:

a. An attached garage is a building which is connected to a principal structure by a party wall (built-in garage) or by a linkage building.

(1) Where a garage is connected to the principal building by a linkage building the following shall apply:

(a) The garage and linkage building shall be constructed pursuant to all applicable building, zoning and drainage regulations for a principal building; and

(b) The linkage building shall be less than twenty feet (20’) in length and

(c) The linkage building shall be six feet (6’) or less in width.

b. An attached garage shall be compatible with and subordinate in floor area and size to the principal building.

c. An attached garage shall be established at the same time or after the completion of a principal building.

d. Construction shall be the same as required for the dwelling.

e. If door opening occurs between garage and dwelling; provide six-inch (6") gas curb at the door or construct garage floor six inches (6") lower than the adjoining floor. This also applies to interior stairways leading to lower levels or basements from the garage.

f. Installation of house heating unit or other fuel-burning appliance in garage space not permitted unless specifically permitted by the Building Official. Install one-hour rated partition between space containing house heating unit and garage space. Doors are not permitted common to heater room and/or garage. Hot or cold air ducts not permitted in garage.

g. Garages shall be separated from the dwelling by one-hour fire resistive rated construction. Separation shall include: all walls, ceiling, attic access, supporting girders, columns and beams.

h. Doors shall be twenty (20) minute fire-rated and include a self-closing or automatic-closing device where common to dwelling.

i. Residential garage floor drains are prohibited unless approved by the Building Official.

B. Detached One Story Frame Garages, Including Private Aircraft Hangars:

1. Comply with construction requirements for one story dwellings with the following exceptions:

a. Pole type construction shall be permitted when constructed in compliance with accepted engineering practices.

b. Grade beam construction permitted consisting of a four-inch (4") concrete floor on a minimum four inches (4") of crushed stone, sand or gravel poured monolithically with a minimum ten inch (10") thickened outer edge a width of twenty inches (20") around perimeter of building, said twenty inch (20") grade beam to be of equal depth and on undisturbed soil. Six inch (6”) by six inch (6") #10 wire mesh shall also be installed.

c. Studs, maximum spacing twenty-four inches (24") on center. Doubling of studs not required on jambs of openings less than three feet five inches (3'5") wide.

d. Sheathing and building paper may be omitted.

e. Corner post may be two inch (2”) by 4 inch (4”), or a four inch (4”) by four inch (4").

f. Top plate may be single, provided rafters occur over studs and plate at corners is lapped to provide tie.

g. Rafter ties at eaves not less than two inches (2”) by four inch (4"), maximum spacing six feet (6').

h. Corner bracing is required, except where wood sheathing is used, and may be applied on the inside surface of studs, minimum one inch (1”) by four inch (4").

2. Where distance between the principal building (dwelling unit) and detached garage or private airplane hangar is less than ten feet (10'), provide minimum one hour fire resistive construction in garage or private airplane hangar as approved by the Building Official.

3. A detached garage or private airplane hangar separated from the principal building (dwelling) by a breezeway with a distance of less than ten feet (10') shall comply with subsection A of this section herein. However, a breezeway shall always be considered detached and part of the detached accessory building.

4. A detached garage or private aircraft hangar separated from the principal building (dwelling unit) by a breezeway with a distance of ten feet (10') or more may be of unprotected frame construction. The junction of the garage and the breezeway shall be fire-stopped. However, a breezeway shall always be considered detached and part of the detached accessory building.

5. Pre-engineered membrane structures intended for vehicle storage to be installed in accordance with manufacturer's plans and specifications and as approved by the building official. Such structures shall be erected on an approved concrete or asphalt surface to prevent the seepage of hazardous, toxic or combustible liquids into the ground. Such structures shall be securely anchored to the ground.

C. One Story Solid Masonry Detached Garages/Private Aircraft Hangars: One story solid masonry or masonry veneer detached garages and accessory buildings shall comply with the construction requirements for one story dwellings.

D. Accessory Buildings: Accessory buildings such as pool/garden sheds, stables, livestock shelters, cabanas, greenhouses, workshops, and similar uses where no vehicle storage will take place and where doors small enough to prohibit vehicle entry (approximately six feet (6') are installed shall comply with construction requirements for detached garages with the following exceptions:

1. Required concrete floor slabs may be omitted in those specific areas of livestock buildings or structures used by the livestock upon approval of the Building Official.

2. Other than subsection D.1. of this section, floors shall be concrete, asphalt or wood installed to prevent the seepage of hazardous, toxic, or combustible liquids into the ground.

3. All accessory buildings shall be securely anchored to the ground.

4. Pre-engineered accessory building kits shall be installed in accordance with manufacturer's specifications and plans.

E. Cargo Type Containers Retrofit for Residential Storage Use: Cargo containers are commercial equipment. To be used in a residential district for storage purposes they must be modified in their appearance to no longer represent commercial equipment. They must meet the following requirements: a foundation in compliance with Section 8-304 Concrete, Section 8-309 Exterior Wall and Finish, and Section 8-310 Roof Covering. Storage of vehicles and use as habitable space are prohibited. Additionally, they must meet all Zoning district, setback, and bulk regulations.

8-316. DECKS, GAZEBOS, PERGOLAS, and RAMPS

8-316.A: Attached and Free-Standing Decks:

1. A Deck shall be permitted as follows:

   a. An attached deck is an exterior floor platform supported with piers, posts, and beams on one side and attachment to the house structural framing members or foundation on other side.

   b. A free-standing deck is an independent floor platform supported with piers, posts, and beams without attachment to the house. This design may be permitted without piers with approval of the Building Official.

2. Attached decks:

   a. Ledger

      (1). Ledger is to be attached to the structural house framing members or foundation.

      (2). Attaching ledger solely to masonry veneer is prohibited.

      (3). Lateral tension device is required, minimum two.

(4). Ledger shall be flashed in accordance with section 8-311.

(5). Ledger shall be fastened to the structural framing members with one half-inch (1/2”) diameter lag screws or one-half inch (1/2”) lag bolts. Maximum spacing twenty-four inches on center (24”o.c.).

b. Minimum concrete pier to be 12” diameter- Bottom to be 42” below finished grade.

c. Post to pier connection to be with a galvanized post bracket only. Post embedment into concrete pier is prohibited.

d. Minimum post size to be six inches by six inches (6”x6”).

e. Beam should provide positive bearing on post by means of notching post and anchoring the beam to the post with the use of one-half inch (1/2”) lag bolts.

f. Maximum joist cantilever is twenty-four inches (24”) from edge of beam.

g. Joist spans over eight feet (8’) between bearing points require cross bridging or solid blocking at mid-span.

h. Guardrails are required for decks twenty-four inches (24”) and above grade.

i. Guardrails shall be a minimum of thirty-six inches (36”) high with spindle spacing that will not allow a four-inch (4”) sphere to pass between spindles.

j. Guardrails shall be provided on the open sides of stairs.

k. A graspable handrail shall be provided on at least one (1) side of stairs and return on each end.

l. Maximum stairs rise to be seven and three quarters inches (7-3/4”).

m. Minimum tread depth to be ten inches (10”) clear of tread above.

n. Stair stringer grade termination required to be on a hard surface and supported by concrete piers.

3. Free-Standing decks:

a. Minimum concrete pier to be 12” diameter- Bottom to be 42” below finished grade.

b. Post to pier connection to be with a galvanized post bracket only. Post embedment into concrete pier is prohibited.

c. Minimum post size to be six inches by six inches (6”x6”).

d. Beam should provide positive bearing on post by means of notching post and anchoring the beam to the post with the use of one-half inch (1/2”) lag bolts.

e. Maximum joist cantilever is twenty-four inches (24”) from edge of beam.

f. Joist spans over eight feet (8’) between bearing points require cross bridging or solid blocking at mid-span.

g. Guardrails are required for decks twenty-four inches (24”) and above grade.

h. Guardrails shall be a minimum of thirty-six inches (36”) high with spindle spacing that will not allow a four-inch (4”) sphere to pass between spindles.

i. Guardrails shall be provided on the open sides of stairs.

j. A graspable handrail shall be provided on at least one (1) side of stairs and return on each end.

k. Maximum stairs rise to be seven and three quarters inches (7-3/4”).

l. Minimum tread depth to be ten inches (10”) clear of tread above.

m. Stair stringer grade termination required to be on a hard surface and supported by concrete piers.

8-316.B: Gazebos:

1. A structure with a permanent roof, intended for shelter, its sides can be open or closed with screens. The roof is intended to provide shade and shed water.

a. Structures on piers are prohibited from enclosure with glass windows.

b. The structural components to be assembled in compliance with the applicable requirements of Section 8-307, Section 8-310, and Section 8-316.1.

8-316.C: Pergolas:

1. An open sided structure supporting overhead nominal lumber or other material meant to provide shade. It is not intended to shed water or protect from any other weather phenomenon.

a. Typically constructed using posts and lattice type materials generally intended to support vegetation.

8-316.D: Ramps:

1. A sloping platform used for access or egress from a structure, landing, or deck.

   a. The structural components to be assembled in compliance with the requirements of Section 8-316.1

   b. Illinois Accessibility Code requirements for ramps do not apply to residential ramps constructed in One & Two-Family dwellings.

8-316. E: Span Tables:

1. Table #1 for use with common deck joist spans

TABLE 1

DECK JOIST SPANS FOR COMMON LUMBER SPECIES[f] (ft. - in.)

SPECIES[a]	SIZE	SPACING OF DECK JOISTS WITH NO CANTILEVER[b] (inches)			SPACING OF DECK JOISTS WITH CANTILEVERS[c] (inches)		
		12	16	24	12	16	24
Southern pine	2 x 6	9-11	9-0	7-7	6-8	6-8	6-8
	2 x 8	13-1	11-10	9-8	10-1	10-1	9-8
	2 x 10	16-2	14-0	11-5	14-6	14-0	11-5
	2 x 12	18-0	16-6	13-6	18-0	16-6	13-6
Douglas fir-larch[d], hem-fir[d] spruce-pine-fir[d]	2 x 6	9-6	8-8	7-2	6-3	6-3	6-3
	2 x 8	12-6	11-1	9-1	9-5	9-5	9-1
	2 x 10	15-8	13-7	11-1	13-7	13-7	11-1
	2 x 12	18-0	15-9	12-10	18-0	15-9	12-10
Redwood, western cedars, ponderosa pine[e], red pine[e]	2 x 6	8-10	8-0	7-0	5-7	5-7	5-7
	2 x 8	11-8	10-7	8-8	8-6	8-6	8-6
	2 x 10	14-11	13-0	10-7	12-3	12-3	10-7
	2 x 12	17-5	15-1	12-4	16-5	15-1	12-4

a. No. 2 grade with wet service factor.
b. Ground snow load, live load = 40 psf, dead load = 10 psf, L/Δ = 360
c. Ground snow load, live load = 40 psf, dead load = 10 psf, L/Δ = 360 at main span, L/Δ = 180 at cantilever with a 220-pound point load applied to end.
d. Includes incising factor.
e. Northern species with no incising factor.
f. Cantilevered spans not exceeding the nominal depth of the joist are permitted.

2. Table #2 for use with common beam spans

TABLE 2

DECK BEAM SPAN LENGTHS[a, b, g] (feet - inches)

SPECIES[c]	SIZE[d]	DECK JOIST SPAN LESS THAN OR EQUAL TO: (feet)						
		6	8	10	12	14	16	18
Southern pine	1 - 2 x 6	4-11	4-0	3-7	3-3	3-0	2-10	2-8
	1 - 2 x 8	5-11	5-1	4-7	4-2	2-10	3-7	3-5
	1 - 2 x 10	7-0	6-0	5-5	4-11	4-7	4-3	4-0
	1 - 2 x 12	8-3	7-1	6-4	5-10	5-5	5-0	4-9
	2 - 2 x 6	6-11	5-11	5-4	4-10	4-6	4-3	4-0
	2 - 2 x 8	8-9	7-7	6-9	6-2	5-9	5-4	5-0
	2 - 2 x 10	10-4	9-0	8-0	7-4	6-9	6-4	6-0
	2 - 2 x 12	12-2	10-7	9-5	8-7	8-0	7-6	7-0
	3 - 2 x 6	8-2	7-5	6-8	6-1	5-8	5-3	5-0
	3 - 2 x 8	10-10	9-6	8-6	7-9	7-2	6-8	6-4
	3 - 2 x 10	13-0	11-3	10-0	9-2	8-6	7-11	7-6
	3 - 2 x 12	15-3	13-3	11-10	10-9	10-0	9-4	8-10
Douglas fir-larch[e], hem-fir[e], spruce-pine-fir[e], redwood, western cedars, ponderosa pine[f], red pine[f]	3 x 6 or 2 - 2 x 6	5-5	4-8	4-2	3-10	3-6	3-1	2-9
	3 x 8 or 2 - 2 x 8	6-10	5-11	5-4	4-10	4-6	4-1	3-8
	3 x 10 or 2 - 2 x 10	8-4	7-3	6-6	5-11	5-6	5-1	4-8
	3 x 12 or 2 - 2 x 12	9-8	8-5	7-6	6-10	6-4	5-11	5-7
	4 x 6	6-5	5-6	4-11	4-6	4-2	3-11	3-8
	4 x 8	8-5	7-3	6-6	5-11	5-6	5-2	4-10
	4 x 10	9-11	8-7	7-8	7-0	6-6	6-1	5-8
	4 x 12	11-5	9-11	8-10	8-1	7-6	7-0	6-7
	3 - 2 x 6	7-4	6-8	6-0	5-6	5-1	4-9	4-6
	3 - 2 x 8	9-8	8-6	7-7	6-11	6-5	6-0	5-8
	3 - 2 x 10	12-0	10-5	9-4	8-6	7-10	7-4	6-11
	3 - 2 x 12	13-11	12-1	10-9	9-10	9-1	8-6	8-1

a. Ground snow load, live load = 40 psf, dead load = 10 psf, L/Δ = 360 at main span, L/Δ = 180 at cantilever with a 220-pound point load applied to end.
b. Beams supporting deck joists from one side only.
c. No. 2 grade, wet service factor.
d. Beam depth shall be greater than or equal to depth of joists with a flush beam condition.
e. Includes incising factor.
f. Northern species. Incising factor not included.
g. Beam cantilevers are limited to the adjacent beam's span divided by 4.

ARTICLE IV-A. ILLINOIS PLUMBING CODE

8-400: ADOPTION BY REFERENCE:

A. Adoption: There is hereby adopted by reference, as if fully set out herein, that certain code known as The Illinois Plumbing Code as sponsored and published by the Illinois Department of Public Health, together with the following additions, insertions, deletions and amendments hereinafter set forth.

B. Amendments to The Illinois Plumbing Code:

a. Type M, L Copper for above ground domestic water supply piping.

b. Type K Copper for underground domestic water supply piping.

c. All service connections to sanitary sewer mains or septic systems must have an overhead sewer system within the building, with the only exception being slab on grade construction.

d. Pursuant to 17 ILL. Admin. Code 3730.307(c) (4) and subject to the Illinois Plumbing Code (77 ILL. Admin. Code 890) and the Lawn Irrigation Contractor and

Lawn Sprinkler System Registration Code (77 ILL. Admin. Code 892), be it hereby ordained that in the County of DuPage all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the

WaterSense label (as designated by the U. S. Environmental Protection Agency WaterSense Program), when such labeled fixture are available.

ARTICLE IV-B. RESERVED

ARTICLE V. ILLINOIS ENERGY EFFICIENT BUILDING CODE

8-500: ADOPTION BY REFERENCE:

A. There is hereby adopted by reference, as if fully set out herein, that certain code known as the State of Illinois Energy Efficient Building Code.

B. The Code shall mean the latest published edition of the International Code Council's International Energy Conservation Code as adopted by the Capital Development Board, excluding published supplements but including the amendments and adaptations to the Code that are made by the Board.

ARTICLE VI. NATIONAL ELECTRICAL CODE 2020

8-600: ADOPTION BY REFERENCE:

A. There is hereby adopted by reference, as if fully set out herein, that certain code known as The National Electrical Code, 2020 edition, (NFPA 70-2020) as sponsored and published by the National Fire Protection Association, together with the following additions, insertions, deletions and amendments hereinafter set forth.

B. Amendments and deletions to the 2020 National Electrical Code:

1. The following articles, sections or subsections of the National Electrical Code 2020 have not been adopted:

Article 320	Armored Cable: Type AC
Article 322	Flat Cable Assemblies: Type FC
Article 324	Flat Conductor Cable: Type FCC

Article 326	Integrated Gas Spacer Cable: Type IGS
Article 330	Metal-Clad Cable: Type MC
Article 332	Mineral-Insulated, Metal-Sheathed Cable: Type MI
Article 334	Nonmetallic-Sheathed Cable: Types NM, NMC & NMS
Article 338	Service-Entrance Cable: Types SE & USE
Article 354	Nonmetallic Underground Conduit with Conductors: Type NUCC
Article 356	Liquid tight Flexible Nonmetallic Conduit: Type LFNC
Article 362	Electrical Nonmetallic Tubing: Type ENT
Article 378	Nonmetallic Wireways
Article 382	Nonmetallic Extensions
Article 388	Surface Nonmetallic Raceways
Article 394	Concealed Knob-and-Tube Wiring
Article 396	Messenger Supported Wiring
Article 398	Open Wiring On Insulators

2. Any reference in said code to the "authority having jurisdiction" shall mean the Building Official of the County of DuPage, Illinois.

3. The following chapters, articles, sections and subsections of the National Electrical Code 2020 to be amended as follows:

1. Chapter 2, "Wiring and Protection," is amended as follows:

Table 210-21(B)(3) "Receptacle Ratings for Various Size Circuits" is hereby amended by adding:

Note: Only 20-Ampere receptacles to be used on 20-Ampere circuits.

a. Subsection 210-52 (G), "Basements and Garages," of Section 210.52, “Dwelling Unit Receptacle Outlets,” is amended as follows:

210.52(G)(3) A minimum of one ceiling receptacle outlet shall be installed at each overhead garage door in all attached garages and detached garages with electrical power.

b. Section 210-52, “Dwelling Unit Receptacle Outlets,” of Chapter 2, “Wiring and Protection,” is amended as follows:

210.52(I) Attics. In dwelling units required to have a radon control system, at least one receptacle outlet shall be installed in a location approved by the Building Official.

c. Subsection 210.70(A)(2), “Additional Locations,” of Section 210.70, “Lighting Outlets Required,” is amended as follows:

210.70(2)(a) At least one wall switch-controlled lighting outlet shall be installed in hallways, stairways, attached garages and detached garages with electric power. Said wall switch shall not be located beyond five feet (5') from the point of entry to a room, including cellars or basements.

210.70(A)(4) Switching or controls for lighting fixtures shall not be used as a switching or control means for exhaust fans.

d. Subsection 210-70(B), "Guest Rooms or Guest Suites," of Section 210.70, “Lighting Outlets Required,” is amended as follows:

Exception No. 3: Switches in bathrooms shall be at least five feet (5') from the inside edge of any bathtub or shower unless protected by ground-fault circuit-interrupter protection for personnel. All light and/or exhaust fixtures located above bathtubs or showers shall be protected by ground-fault circuit-interrupter protection for personnel and approved for this type location.

210.70(B)(1) Switching or controls for lighting fixtures shall not be used as a switching or control means for exhaust fans.

e. Section 230-79, “Rating of Service Disconnecting Means,” of Chapter 2, “Wiring and Protection,” is amended as follows:

230.79(C) One Family Dwelling. For a one and two-family dwelling, the service disconnection means shall have a rating of not less than 200-amperes, three (3) wire and be located on the principle structure, one (1) service per dwelling unit, unless otherwise approved by the Building Official.

f. Section 250.92, “Services,” of Chapter 2, “Wiring and Protection,” is amended as follows:

250.92(B)(5) All conduits larger than 1" (one inch) installed in concentric and eccentric knockouts shall have bonding-type locknuts with bonding jumpers.

2) Chapter 3, "Wiring Methods and Materials," is amended as follows:

a. Subsection 310.1, "Scope," of Section 310, "Conductors for General Wiring," is amended to read as follows:

310.1 "Scope," This article covers general requirements for conductors and their type designations, insulations, makings, mechanical strengths, ampacity ratings, and uses. These requirements do not apply to conductors that form an integral part of equipment, such as motors, motor controllers, and similar equipment, or to conductors specifically provided for elsewhere in this Code. All conductors and wiring should be copper conductors. Conductors made of any other material, including aluminum, shall not be permitted and all other references to conductors, other than copper, shall be deemed as deleted from this Code.

b. Subsection 310.2(B), "Conductor Material," of Section 310, "Conductors for General Wiring," is amended to read as follows:

310.2(B), "Conductor Material," Conductors in this Code shall be of copper only.

c.314.27(A) "Boxes at Luminaires or Lamp holder Outlets" is hereby amended by adding the following:

Any luminaire (light fixture) outlet box located such that a ceiling-suspended (paddle) fan may be installed shall meet the requirements of Subsections 314.27(D) and 422.18.

d. Section 352.10, "Uses Permitted," of Chapter 3, "Wiring Methods and Materials," is amended as follows:

352.10(A), (C), (D), (E), (F), & (H) are deleted.

352.10(G) Underground Installations.

352.10(J) For Residential Low-Voltage Systems.

352.10(K) Other Locations as Approved by Building Official.

e. Section 358.12, "Uses Not Permitted," of Chapter 3, "Wiring Methods and Materials," is amended as follows:

(7) Not allowed in contact with earth, within or under floor slabs.

ARTICLE 391
LOW VOLTAGE SYSTEMS

a. Subsection 391.1, "Scope," of Section 391, "Low Voltage Systems," is added to read as follows:

391.1 "Scope," This article covers all low voltage wire systems.

Exception: Burglar alarm systems and residential sound systems.

b. Subsection 391.2, "Installation," of Section 391, "Low Voltage Systems," is added and amended to read as follows:

391.2, "Installation," Circuits operating at less than 50 volts shall be installed in a neat and workmanlike manner. Cables shall be supported by the building structure in such a manner that the cable will not be damaged by normal building use.

1. Concealed low voltage-type wiring systems shall be installed in an approved metallic raceway system.

2. Rigid non-metallic raceway systems shall be allowed for residential use only.

3. Commercial concealed low voltage-type wiring systems to be installed in metallic raceways.

3) Chapter 4, "Luminaires, Lamp holders and Lamps" is amended as follows:

a. Subsection 410.10(D)(1) "Bathtub and Shower Areas," of Section 410.10 "Luminaires in Specific Locations," is amended as follows:

410.10(D) Bathtub and shower areas. No parts of cord-connecting luminaires, chain, cable, or cord-suspended luminaries, lighting tack, pendants or ceiling-suspended (paddle) fans shall be located within a zone measured 3' (three feet) horizontally and twelve feet (12') vertically from the top of the bathtub rim or shower stall threshold. This zone is all encompassing and includes the space directly over the tub or shower stall. Luminaires located within the actual outside dimension of the bathtub or shower to a height of twelve feet (12') vertically from the top of the bathtub rim or shower threshold shall be marked for damp locations, or marked for wet locations where subject to shower spray.

ARTICLE –VII. INTERNATIONAL BUILDING CODE 2021

8-700: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as in fully set out herein, that certain code known as The International Building Code 2021 edition, as sponsored and published by the International Code Council, Inc., together with the following additions, insertions, deletions and amendments: hereinafter set forth.

1. Deletions and amendments to the International Building Code 2021:

a. The following chapters and sections of the International Building Code 2021 have not been adopted:

1) Chapter 1, Administration

2) Chapter 29, Plumbing Systems

3) Chapter 32, Encroachments To The Public Right-Of-Way

b. The International Building Code 2021 is amended as follows:

2. Chapter 2, "Definitions," is amended as follows:

a. Subsection 201.5, "Conflicting Definitions," of Section 201, "General," is added to read as follows:

201.5 Conflicting Definitions. In the event any definition(s) listed in Section 201 conflict with any definition(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them in those Codes or Ordinances.

3. Chapter 4, "Special Detailed Requirements Based on Use And Occupancy," is amended as follows:

a. Section 427, "Principal Arterial Office Use," of Chapter 4, "Special Detailed Requirements Based on Use and Occupancy," is added to read as follows:

SECTION 427
PRINCIPAL ARTERIAL OFFICE USE

427.1 General. The provisions of this section govern existing homes being converted specifically into an office use which meet all requirements, provisions and definitions set forth in the DuPage County Zoning Ordinance as a principal arterial office (PAO). The following criteria and exceptions to the DuPage County

Building Code must be met, in conjunction with any Zoning Ordinance requirements, in order to qualify for this specific use:

1. Required automatic fire suppression system coverage in attic spaces may be waived if all attic use, including storage, is prohibited and proper heat detection coverage is provided in attic spaces.

2. Where required, additional remote exiting from the basement areas may be waived where the basement use is limited to storage only.

3. A maximum gross floor area of 2500 square feet, including a basement, is allowable without any further on-site firefighting water or automatic fire suppression system requirements.

4. The maximum number of employees working at any one time shall be five (5) before separate toilet facilities for men and women are required.

5. Provide an accessible exterior route and entrance.

6. Provide a minimum of one (1) accessible toilet room.

4. Chapter 5, "General Building Height and Areas," is amended as follows:

a. Subsection 502.1, "Definitions," of Section 502, "Definitions," is amended by adding the following:

BASEMENT. That portion of a building having one half (1/2) or more of its height below the average grade of the adjoining ground.

STORY ABOVE GRADE. Any story having it's finished floor surface entirely above grade, except that a basement shall be considered as a story above grade where the finished floor surface of the basement is one half (1/2) in height or four feet (4'), below the average grade of the adjoining ground.

5. Chapter 9, "Fire Protection Systems," is amended as follows:

a. Section 903, “Automatic Fire Sprinkler Systems,” of Chapter 9, “Fire Protection Systems is and amended as follows:

903.1 General. Automatic fire sprinkler systems shall comply with this section.

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with section 904 shall be permitted when recognized by the applicable standard and approved by the Building Official.

b. Subsection 903.2, “Where Required,” of Section 903, "Automatic Sprinkler Systems," is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the use groups described in Table 903.2.

TABLE 903.2

REQUIRED FIRE PROTECTION SYSTEMS BY USE GROUP

Automatic Fire Suppression Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 2000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exception:

1. One and two-family dwellings.

2. Day-care homes which receive no more than 8 children under the age of 12 (including the provider's own children) and which do not have any outside employees shall not be required to have fire sprinklers.

c. Subsection 907.2, "Where Required – New Buildings and Structures," of Section 907, "Fire Alarm and Detection Systems," is amended as follows:

907.2 Where required – buildings and structures. An approved automatic fire alarm system installed in accordance with the provisions of this Code, Table 907.2, and NFPA 72 shall be provided in buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this Code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic smoke detectors, fire detectors or water-flow detection devices.

TABLE 907.2

Fire Alarm Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 1000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exception:

1. One and two-family dwellings.

2. Day-care homes which receive no more than 8 children under the age of 12 (including the provider's own children) and which do not have any outside employees shall not be required to have monitored fire alarm system.

6. Chapter 34, "Existing Structures," is added as follows:

SECTION 3401
HISTORICAL STRUCTURE

a. Section 3401, "Historical Structure," is added as follows:

HISTORICAL STRUCTURE. Structures located within the unincorporated areas of DuPage County will be considered to be of historical/architectural importance if they meet the following criteria:

A structure is listed on the National Register of Historical Places, or

A structure is listed on the Illinois Register of Historic Places, or

A structure is at least fifty (50) years old and meets one of the following criteria:

a. Unique Architecture.

To be considered architecturally unique, a structure must meet at least one of the following characteristics:

Physical features or traits that are fully integrated with the lines and massing of the overall style of the structure. (Add-on features that are not in keeping with the overall style will not make a structure architecturally important.)

It is specimen of its type or period of construction. Such a structure must be a major building of its type. (A structure is not architecturally important only if it is the only building of a type or style.)

It is the work of a master. A master is a figure of generally recognized greatness in a field, a known craftsman of consummate skill.

b. Historic Event

A structure must be associated with an historic event or trend, and then it must retain historic integrity. The property's association with the event must itself be considered important as well. (Mere association with historic

events or trends, in and of itself, does not qualify a structure as historically important.)

c. Persons with Historical Contribution

A structure must be associated with individuals who have made an important contribution to history. This association must be documented and demonstrably important in the local, state or national context.

SECTION 3402
CONVERSION TO CONDOMINIUM

a. Section 3402, “Conversion to Condominium,” is added as follows:

3402.1 “Requirements for Conversions To Condominium.” In the case of the conversion of an apartment building into condominium units, the County shall have the right to inspect the apartment building prior to the conversion to condominium units and require that each proposed condominium unit, as well as all common areas, comply with the current life safety, building and zoning codes and ordinances of DuPage County.

Life safety features shall include but are not limited to the installation of, or improvements to, the following:

1. Fire sprinkler system
2. Fire alarm system
3. Environmental barriers and accessibility
4. Exiting
5. Means of egress lighting

3402.2 “Conversion to Condominium.” A property which contains structures, excepting those newly constructed and intended for condominium ownership, which are, or have previously been, wholly or partially occupied before recording of condominium instruments by persons other than those who have contracted for the purchase of condominiums.

ARTICLE VIII. INTERNATIONAL MECHANICAL CODE 2021

8-800: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Mechanical Code 2021 edition, together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, “Administration," is deleted in its entirety.

2. Chapter 2, "Definitions," is amended as follows:

a. Subsection 201.5, “Conflicting Definitions,” of Section 201, "General," is added to read as follows:

201.5 Conflicting Definitions. In the event any definitions(s) listed in Section 201 conflict with any definition(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them as in those Codes or Ordinances.

3. Chapter 9, “Specific Appliances, Fireplaces and Solid Fuel-Burning Equipment,” is added to read as follows:

a. Section 929, “Outdoor Wood-Burning Furnaces,” of Chapter 9, “Specific Appliances, Fireplaces and Solid Fuel-Burning Equipment,” is added to read as follows:

Section 929

Outdoor Wood-Burning Furnaces

929.1 General. Outdoor Wood-burning Furnaces shall be listed, labeled and installed in accordance with the manufacturers’ instructions and with the conditions of the product listing. Factory-built wood-burning furnaces shall be tested in accordance with ANSI/UL 391, “Solid-Fuel and Combination-Fuel Central and Supplementary Furnaces.”

929.2 Smoke Dispersion. To ensure proper smoke dispersion the following chimney heights shall apply:

1. If located fifty feet (50’) or less to any residence not served by the furnace, the stack shall be at least two feet (2’) higher than the eave line of that residence.

2. If located more than fifty feet (50’) but no more than one hundred feet (100’) to any residence, the stack shall be at least seventy-five percent (75%) of the height of the eave line of that residence, plus an additional two feet (2’).

3. If located more than one hundred feet (100’) but no more than one hundred fifty feet (150’) to and residence, the stack shall be at least fifty percent (50%) of the height of the eave line of that residence, plus an additional two feet (2’).

4. If located more than one hundred fifty feet (150’) but no more than two hundred feet (200’) to any residence, the stack shall be at least twenty-five percent (25%) of the height of the eave line of that residence, plus an additional two feet (2’).

929.3 Smoke produced by an outdoor wood-burning furnace shall not pose a nuisance to nearby residences when the furnace is installed on a lot located in a densely wooded area or area of uneven terrain.

929.4 Wood fuels. Wood fuels consumed in wood burning outdoor fireplaces shall support complete combustion. The burning of wood products that produce excess smoke due to high moisture content shall be prohibited.

929.5 Burning improper fuels. Only fuels approved by the manufacturer shall be used. The burning of trash, household garbage, paper, plastics, yard waste and flammable liquids is prohibited.

ARTICLE IX. INTERNATIONAL PROPERTY MAINTENANCE CODE 2021

8-900: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as in fully set out herein, that certain code known as The International Property Maintenance Code 2021 edition, is hereby adopted and incorporated by reference as sponsored and published by the International Code Council, Inc., together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety.

2. Chapter 2, “Definitions,” is amended as follows:

a. Section 201, "General," of Chapter 2, “Definitions,” is amended as follows:

201.6 Conflicting definitions. In the event any definition(s) listed in Section 201, "General," conflict with any other definitions(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them as in those Codes or Ordinances.

b. Section 202, "General Definitions," of Chapter 2, “Definitions,” is amended as follows:

Graffiti. In addition to its usual and customary meaning of defacing walls or structures with messages or slogans, "graffiti" shall also mean any letter, numeral, figure, emblem, insignia, picture, outline, character, spectacle, delineation, announcement, word, phrase, diagram, symbol, sketch, inscription or representation wherein the contents thereof are visible to any member of the general public and which contains references to sexual activity, diagrams relating to sexual activity or sexual organs, references to criminal activities or groups which promote or are involved in criminal activity, swearing or fighting words, defamatory materials about any person, references to relationships or any marking of any kind whatsoever which results in damage to, defacing of, marring of, or

discoloring of any sidewalk, vehicle, equipment, lamp, lamp post or the interior/exterior surface of a wall, fence, door, building or other structure.

3. Chapter 3. “General Requirements,” is amended as follows:

a. Section 301 "General,” of Chapter 3, “General Requirements,” is amended as follows:

301.4 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the Building Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a fire hazard to the occupants of the structure or to the public.

301.5 Closing of vacant structures. If a structure is vacant and deemed unfit for human habitation and occupancy, and is not in danger of collapse, the Building Official is authorized to issue a Violation Notice on the premises and order the structure closed up so as not to be an attractive nuisance.

b. Subsection 302.4, "Weeds," and 302.8, “Motor Vehicles,” of Section 302 “Exterior Property Areas,” are deleted in their entirety.

c. Subsection 304.14, "Insect Screens," of Section 304, "Exterior Structure," is amended as follows:

304.14 Insect Screens. (Insert: May 1 to November 1.)

d. Subsection 306.1.1, “Unsafe Conditions,” of Section 306, “Component Serviceability,” is amended as follows:

306.1.1 Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the DuPage County Building Code. (Remainder of subsection 306.1.1 to remain as original.)

e. Section 310, "Public Nuisances," of Chapter 3, “General Requirements,” is amended as follows:

310 .0 Public nuisances. Public nuisance means a building or structure that is a menace to the public health, welfare, or safety; that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment; or that is at risk of collapse, or is partially collapsed.

4. Chapter 5, “Plumbing Facilities and Fixture Requirements,” is amended as follows:

a. Subsection 502.5, “Public Toilet Facilities,” of Section 502, “Required Facilities,” is amended as follows:

502.5 Public Toilet Facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the Illinois State Plumbing Code as amended by DuPage County. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

b. Subsection 503.3, "Location of Employee Toilet Rooms," of Section, “503, “Toilet Rooms,” is deleted in its entirety.

5. Chapter 6, “Mechanical and Electrical Requirements,” is amended as follows:

a. Subsection 602.2 “Residential Occupancies,” of Section 602, “Heating Facilities,” is amended as follows:

602.2 Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of sixty-eight (68) degrees (twenty (20) degrees C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

b. Subsection 602.3, "Heat Supply," of Section 602, "Heating Facilities," is amended as follows:

602.3 Heat Supply. Insert: September 1 to May 1.

Exception: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

c. Subsection 602.4, "Occupiable Workspaces," of Section 602, “Heating Facilities,” is amended as follows:

602.4 Occupiable Workspaces. Insert: September 1 to May 1.

6. Chapter 7, "Fire Safety Requirements,” is amended as follows:

a. Subsection 702.5, "Emergency Escape and Rescue Openings," of Section 702, "Means of Egress," is added to read as follows:

702.5 Emergency escape. Every sleeping room, occupied room or habitable space located in a basement shall have at least one (1) openable window or exterior door approved for emergency egress or rescue; or shall have access to not less than two approved independent exits.

7. Chapter 8, "Referenced Standards," is amended as follows:

Delete any references to the International Existing Building Code, International Plumbing Code, International Residential Code, International Zoning Code and insert in lieu thereof: DuPage County Building Code.

8. Appendix A, “Boarding Standard,” is adopted in its entirety.

ARTICLE X. INTERNATIONAL FUEL GAS CODE 2021

8-1000: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Fuel Gas Code 2021 edition, as sponsored and published by the International Code Council, Inc., together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety.

2. Chapter 2, “Definitions,” is amended as follows:

a. Section 201, “General,” of Chapter 2, “Definitions,” is amended as follows:

201.5 Conflicting Definitions. In the event any definition(s) listed in Section 201 conflict with any definition(s) in any other DuPage County Code or Ordinance, such definition(s) shall have the meanings ascribed to them in those Codes or Ordinances.

ARTICLE XI. INTERNATIONAL FIRE CODE 2021

8-1100: ADOPTION BY REFERENCE:

There is adopted, as fully set out herein, those certain codes known as the International Fire Code 2021 edition, as sponsored and published by the International Code Council, with the following additions, insertions, deletions and amendments hereinafter set forth.

International Fire Code 2021 Edition

1. Chapter 1, "Administration," is deleted in its entirety.

2. Chapter 4, “Emergency Planning and Preparedness,” is amended as follows:

a. Section 408, “Automated External Defibrillators,” of Chapter 4,” Emergency Planning And Preparedness,” is added to read as follows:

SECTION 408
AUTOMATED EXTERNAL DEFIBRILLATORS (AED's)

408.1 General. The provisions of this section shall govern the requirements for AEDs in new and existing commercial occupancies.

408.2 Where Required. An operational AED shall be installed in the following occupancies.

1. Where required by Illinois State Statute or other Authority Having Jurisdiction (AHJ).
2. Use Groups (A, E, I)
3. Use Groups (B, F, H, M) with an occupant load greater than 100 persons.
4. Use Group (R)

Exception: "R" use group structures classified as a single-family residence and not regulated elsewhere in this Code.

408.3 Compliance Required. It shall be the responsibility of the business owner to comply with Illinois Compiled Statues Chapter 410 ILCS 4/and the provisions of this code.

408.4 Location of Devices. Device shall be located in the following areas.

1. At least one operational AED shall be provided in a location accessible to the general public.
2. Travel distance to an operational AED shall not exceed 200 feet in any direction.

408.5 Device Security. AED devices shall be housed in a protected cabinet equipped with a local Audio/Visual (A/V) device that will activate upon opening of the AED cabinet.

408.6 Signage Required. Signage as approved by the Building Official shall be provided in the vicinity of the main entrance to notify occupants that an AED is located on sight. Additional signage shall also be required in the immediate vicinity of any and all additional devices.

4. Chapter 9, "Fire Protection Systems," is amended as follows:

a. Section 903, Automatic Fire Sprinkler Systems," of Chapter 9, "Fire Protection Systems," is amended to read as follows:

903.1 General. Automatic fire sprinkler systems shall comply with this section.

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted when recognized by the applicable standard and approved by the Building Official.

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided in the locations described in Table 903.2 of the International Building Code and Table 903.2 of the International Fire Code.

TABLE 903.2

REQUIRED FIRE PROTECTION SYSTEMS BY USE GROUP

Automatic Fire Suppression Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 2000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exceptions:

1. Detached single-family homes in "R" use group must supply a letter from the local fire department/fire district, prior to issuance of any new residential home or addition permit, indicating compliance with their local fire codes or ordinances.

2. Day-care homes which receive no more than 8 children under the age of 12 (including the provider's own children) and which do not have any outside employees shall not be required to have fire sprinklers.

c. Subsection 907.2, "Where Required – New Buildings And Structures," is amended as follows:

907.2 Where required – buildings and structures. An approved automatic fire alarm system installed in accordance with the provisions of this code, Table 907.2, and NFPA 72 shall be provided in buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic smoke detectors, fire detectors or water-flow detection devices.

TABLE 907.2
REQUIRED FIRE ALARM SYSTEMS BY USE GROUP

Fire Alarm Systems Use Group	
A, E, H	All
I, R	All
B, F, M, S, U	Over 1000 s/f
Note: In addition to the above table, other uses or conditions identified by this Code may require the installation of additional fire protection systems.	

Exception: One and two-family dwellings.

ARTICLE XII. INTERNATIONAL EXISTING STRUCTURES CODE 2021

8-1200: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Existing Structures Code 2021 edition, together with the following additions, insertions, deletions, and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety.

ARTICLE XIII. INTERNATIONAL SWIMMING POOL AND SPA CODE 2021

8-1300: ADOPTION BY REFERENCE:

There is hereby adopted by reference, as if fully set out herein, that certain code known as The International Swimming Pool and Spa Code 2021 edition, together with the following additions, insertions, deletions and amendments hereinafter set forth.

1. Chapter 1, "Administration," is deleted in its entirety

APPENDIX A. BUILDING MATERIALS STANDARDS

Compliance with the standards and publications as listed in the currently adopted edition of the International Building Code, as amended, shall serve as a guide in determining the acceptability and use of materials wherever in the rules and regulations, appendix A, is referred to, provided the standards are not in conflict with specific requirements of this Building Code.

END

Enacted Ordinance 1948; Amended Ordinance B-001-85, May 28, 1985.
Amended OBL-001-89, July 11, 1989.
Amended OBD-001-92, November 24, 1992.
Amended OBD-001-97, July 8, 1997.
Amended OBD-001-98, March 23, 1998
Amended ODSB-01-00, February 22, 2000
Amended ODCB-01-02, January 22, 2002
Amended ODCB-01-04, February 24, 2004
Amended ODCB-01-05, October 25, 2005
Amended ODBC-01-06, November 28, 2006
Amended ODCB-0001-07, November 13, 2007
Amended ODCB-0001-08, August 12, 2008
Amended ODCB-0001-09, August 25, 2009
Amended DC-O-0030-15, August 11, 2015
Amended DC-O-0041-16, October 25, 2016
Amended DC-O-0018-17, May 23, 2017
Amended DC-O-0068-18, October 9, 2018
Amended DC-O-0099-21, October 26, 2021
Amended DC-O-0062-23, November 14, 2023

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

File #: EN-R-0019-23 **Agenda Date:** 11/7/2023 **Agenda #:** 14.A.

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE FOR CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code ("Code"); and

WHEREAS, the County and Choose DuPage are collectively known herein as the "Parties"; and

WHEREAS, the County has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars ($60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the attached agreement; and

WHEREAS, the Environmental Committee has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Choose DuPage is hereby accepted and approved in an amount not to exceed $60,000.00 through November 30, 2024 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Choose DuPage at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515.

Enacted and approved this 14th Day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE FOR CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE

RECITALS

THIS AGREEMENT is entered into this 14th day of November, 2023 between Choose DuPage an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code ("Code") with offices at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515 and the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road Wheaton, Illinois 60187.

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code ("Code"); and

WHEREAS, the County and Choose DuPage are collectively known herein as the "Parties"; and

WHEREAS, the County has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars ($60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the attached agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Purpose of the Funding: The County is providing funds to Choose DuPage for the development and implementation of Sustainable DuPage which includes the services and features described in this agreement.

2. Term of the Agreement: The Agreement shall be in effect beginning December 1, 2023 and shall expire on November 30, 2024.

3. Total Funding, Distribution of Funds: The County shall provide funds in the amount of sixty thousand dollars ($60,000.00) ("Funds"). Funds shall be disbursed from the County in one lump sum to Choose DuPage within 30 days of the start date of this Agreement.

4. Administration of the Program: Choose DuPage, by entering into this Agreement, shall administer the following programs: (1) maintain, update and promote the Sustainable DuPage toolkit on the Choose DuPage website; (2) engage the business sector to reduce their environmental impact using current resources and by providing assessments upon request, (3) a program which connects DuPage County Businesses with sustainability certification providers and incentives, (4) a program which provides information on renewable energy programs, electric vehicle programs, energy efficiency programs and other sustainability actions, (5) disseminate information via social media, email communications and newsletters, (6) Choose DuPage shall provide staffing or consulting services to accomplish the Sustainable DuPage tasks, (7) Choose DuPage will launch a green business recognition program for businesses that achieve certain reductions or goals. Choose DuPage will coordinate with DuPage County Environmental Division to ensure consistency with respect to County's existing efforts to promote environmental awareness and sustainability.

5. Grant Recipient Reporting: Choose DuPage agrees to provide to the County program metrics including the number of events where sustainability was promoted; number of direct business connections made, number of businesses reached, number of social media posts, number of newsletter articles or email communications and metrics for Sustainable DuPage toolkit views.

6. Review of Operations: The County may monitor and conduct an evaluation of operations funded by its grant to Choose DuPage for this Program. An evaluation may include site visits by County personnel to observe the Program, and/or to review Choose DuPage's financial and program materials relating to the activities financed or facilitated by the grant.

7. Termination of the Agreement: Choose DuPage or the County, upon thirty (30) calendar days' written notice of intention to do so, may terminate all or part of this Agreement. Upon such termination, Choose DuPage shall return any Funds that are not expended or obligated to be expended for goods or services provided prior to the termination of this Agreement.

8. Recitals: The recitals to this Agreement are incorporated as though set forth herein.

9. Records/Indemnity: Choose DuPage shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Choose DuPage shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of the Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, in such a manner as to clearly document Choose DuPage's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, are collectively referred to as "Records."

   Notwithstanding the above, either party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such effects upon the performance of their respective duties under the Agreement.

10. Publicity and Announcements: The County and Choose DuPage shall work together to coordinate the Sustainable DuPage effort and will collaborate on events and promotion of educational materials. Choose DuPage and DuPage County's Cool DuPage social media platforms and newsletters and electronic communications will be used to market events, programs and opportunities. Promotional materials will name both parties.

11. Governing Law: This Agreement between the Parties is governed by the laws of the State of Illinois without regard to its conflicts of law principles. Venue for any disputes arising out of or in connection with this Agreement shall be sited in the 18th Judicial Circuit Court, sitting in Wheaton, DuPage County, IL.

12. Amendments: This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.

13. Counterparts; Electronic Delivery: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. To the extent signed and delivered by means of electronic transmission, this Agreement shall be treated in all manner and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates listed below.

Choose DuPage:

Signature: [redacted] Date: [redacted]

Greg Bedalov, President & CEO
Choose DuPage

DuPage County:

Signature:_____ Date:_____

Deborah A. Conroy, Chair
DuPage County Board

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

File #: ETS-R-0056-23 **Agenda Date:** 10/11/2023 **Agenda #:** 15.A.

RESOLUTION APPROVING THE COUNTY BOARD EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
ON BEHALF OF THE EMERGENCY TELEPHONE SYSTEM BOARD
TO GRANT 911 SURCHARGE FUNDS TO THE TWO DU PAGE COUNTY PUBLIC
SAFETY ANSWERING POINTS TO BE USED CONSISTENT
WITH STATE AND FEDERAL LAW

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act") and the DuPage Emergency Telephone System Ordinance ("Ordinance"), DuPage County Code §20-40; and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System; and

WHEREAS, the ETSB is further charged with the responsibility of providing enhanced 9-1-1 emergency services and has designated its two answering points to serve as enhanced 9-1-1 public safety answering points for its jurisdiction; and

WHEREAS, the ADDISON CONSOLIDATED DISPATCH CENTER ("ACDC") is a subdivision of the Village of Addison ("the Village") is one of two public safety answering points ("PSAPs") in the DuPage ETSB 9-1-1 System, that receives and dispatches 9-1-1 calls within the DuPage ETSB geographic area for Police, Fire, and EMS services; and

WHEREAS, DU PAGE PUBLIC SAFETY COMMUNICATIONS ("DU-COMM")was formed by an intergovernmental agreement and is one of two public safety answering points ("PSAPs") in the DuPage ETSB 9-1-1 System, that receives and dispatches 9-1-1 calls within the DuPage ETSB geographic area for Police, Fire, and EMS services; and

WHEREAS, Illinois statute (50 ILCS 750/20 and 50 ILCS 750/30) provides for the collection of 9-1-1 surcharge funds from landline and wireless telephone customers and the distribution of those monies to local Emergency Telephone Systems Authorities, to be deposited in an Emergency Telephone System Fund Account ("the Fund") and spent or otherwise disbursed pursuant to Illinois and Federal law and FCC regulation; and

WHEREAS, the State statute (50 ILCS 750/30), the Illinois Administrative Code (title 83 §1329), and FCC regulations (47 C.F.R. § 9.23) consider certain personnel, training, and equipment to be essential to the receipt and dispatch of a 9-1-1 call, such equipment being considered an acceptable or allowable cost pursuant to State statute and FCC regulations, for 9-1-1 surcharge; and

WHEREAS, the DU PAGE ETSB is authorized and empowered by the Ordinance (DuPage County Ord. § 20-40(2)(b)(vii) and (4)(c)(ii)) as the sole authority to authorize expenditures of all moneys collected from 9-1-1 surcharges for deposit into the Fund account; and

WHEREAS, the State statute and FCC regulations consider certain personnel, training, and equipment expenditures, among others, to be essential to the receipt and dispatch of a 9-1-1 call, such equipment being considered allowable cost pursuant to State statute and FCC regulations, for 9-1-1 surcharge; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

WHEREAS, an Intergovernmental Agreement ("Agreement") has been prepared, and is attached as Exhibit 1, that outlines the rights and responsibilities of the County on behalf of DuPage ETSB and the PSAPs ("the Parties") for the ETSB to provide grant money to be used by the PSAPs in a manner authorized by Illinois and Federal law and FCC regulation, to pay expenses incurred by the PSAPs in their operations receiving 9-1-1 calls and dispatching the appropriate public safety personnel; and

WHEREAS, the Agreement has been negotiated between DUPAGE ETSB and its PSAPs in accordance with the DU PAGE ETSB ordinance, the Illinois Code, Illinois Law, and FCC Regulation; and

WHEREAS, the DU PAGE ETSB lacks the statutory authority to enter an Intergovernmental Agreement on its own behalf, and must seek approval by the DuPage County Board to delegate the DuPage County Board's authority to the Chair of the DU PAGE ETSB to execute the Agreement with DU PAGE ETSB's Members.

NOW, THEREFORE BE IT RESOLVED, by the DU PAGE ETSB that the attached Agreement is hereby accepted and approved this 11th Day of October, 2023 at Wheaton, Illinois; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the DU PAGE ETSB hereby requests that the County Board enter into the Agreement with the PSAPs on its behalf; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Members of the DuPage County Board hereby authorize the Chair of DU PAGE ETSB, to execute the attached agreement between the PSAPs and the DU PAGE ETSB on behalf of DU PAGE ETSB; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the DuPage County Board on behalf of DU PAGE ETSB hereby agrees to undertake any power, duty, or obligation, consistent with the those set forth in the Agreement attached as Exhibit 1 to this Resolution, and consistent with the Emergency Telephone System Act, as part of any agreement entered into with another government entity by the County for the purposes set forth in this resolution and those set forth in the Intergovernmental Agreement attached as Exhibit 1.

AND BE IT FURTHER RESOLVED, that the Clerk transmit a copy of this resolution to the Chairman of the County Board forthwith.

Enacted and approved 14th day of November, 2023 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN
EMERGENCY TELEPHONE SYSTEM BOARD

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE COUNTY OF DU PAGE AND ON BEHALF OF ITS EMERGENCY TELEPHONE SYSTEM BOARD, THE VILLAGE OF ADDISON FOR ITS ADDISON CONSOLIDATED DISPATCH CENTER AND DU PAGE PUBLIC SAFETY COMMUNICATIONS

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), the Village of Addison for Addison Consolidated Dispatch Center (ACDC) and DuPage Public Safety Communications (DU-COMM) herein after collectively referred to as “the PSAPs”. The County, ETSB and PSAPs shall collectively be referred to “the Parties”.

RECITALS

WHEREAS, the 9-1-1 System and the PSAPs are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the 9-1-1 System; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

WHEREAS, the surcharge remitted by citizens is for 9-1-1 emergency services as specified in State Statute; and

WHEREAS, Illinois law specifically empowers and grants specific authority to local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the 9-1-1 System and provide emergency telephone assistance through Voice over Internet Protocol (VoIP), wireline and wireless communications; and

WHEREAS, in accordance with the requirements of Illinois statute, the County Board, adopted an ordinance defining the powers of the ETSB, and by subsequently amending that ordinance (DuPage County Ord. 20-40); and

WHEREAS, the ETSB is further charged with the responsibility of providing enhanced 9-1-1 emergency services by State of Illinois statute; and

WHEREAS, the State statute and FCC regulations considers certain personnel, training and equipment to be essential to the receipt and dispatch of a 9-1-1 call, such equipment being considered allowable cost pursuant to State statute and FCC regulations, for 9-1-1 surcharge; and

WHEREAS, the Parties wish to establish the terms and conditions under which the 9-1-1 System will be made available to first responding agencies; and

WHEREAS, the PSAPs desire to use the 9-1-1 System for its emergency personnel to effectively receive and dispatch all emergency calls and emergency calls to 9-1-1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and the PSAPs hereto hereby agree as follows:

Section 1: Incorporation of Recitals and Definitions

Section 1.1: Recitals Incorporated.

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2: Definitions.

As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

(a) "9-1-1 Authority" pursuant to PA102-009, means an Emergency Telephone System Board, Joint Emergency Telephone System Board, that provides for the management and operation of a 9-1-1 system.

(b) "9-1-1 System" as defined by the National Emergency Number System (NENA) glossary NENA-ADM-00023-2020 dated 1/20/20 is "The set of network, software applications, databases, components and operations & management procedures required to provide 9-1-1 service. This may include commercial, governmental and human resources."

(c) "Addison Consolidated Dispatch Center" (ACDC) refers to the Public Safety Answering Point operated by the Village of Addison for its contracted customers which by referendum is part of the ETSB 9-1-1 System.

(d) "County" means the County of DuPage, Illinois.

(e) "Customer" refers to a person dialing 9-1-1 or seeking emergency assistance and who provides the 9-1-1 surcharge that funds the ETSB.

(f) "DuPage Public Safety Communications" (DU-COMM) a cooperative government entity for and by its members to provide certain services including operating as a Public Safety Answering Point which by referendum is part of the 9-1-1 System.

(g) "Emergency Telephone System" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1including but not limited to CPE.

(h) Emergency Telephone System Board of DuPage County (ETSB or ETS Board, 9-1-1 Authority) an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act (ETSA).

(i) "ETSB Service Area" means the geographic area and telephonic area defined by the 9-1-1 System design plan filed with and approved by the Illinois State Police 9-1-1 System Administrator.

(j) "Expenditure" the action of spending funds or an amount of money spent. For the purpose of this agreement, an action shall be deemed an expenditure when the ETS Board approves the purchase order and contract by resolution. Any invoices resulting from this approval shall be considered "payment of claims".

(k) "Fiscal Year" shall refer to the ETSB fiscal year of December 1 to November 30.

(l) "Budget Process" shall refer to the process defined in DuPage County Ord. 20-40(4)(c) and as set forth in the current DuPage County Board Rules.

(m) "Grant" means the distribution of surcharge from the fund to a PSAP as allowed under state and federal laws and guidelines.

(n) "Member Agency or Member Agencies" refers to any unit of local government which is a member of the ETSB either by referendum or intergovernmental agreement.

(o) "Member" refers to any person appointed to serve on the ETS Board.

(p) "Payment of Claims" the action of approving the invoices for goods and services procured through the County process and approved by the ETS Board by resolution. A request to disburse funds to a claimant initiated by the user department through the preparation and submission of vendor invoices.

(q) "Surcharge funds" means funds collected pursuant to the surcharge money authorized by 50 ILCS 750/20 and 30.

Section 2: Vision

Section 2: Vision statement.

To answer the 9-1-1 call quickly, dispatch quickly with accuracy, 24/7, with the appropriate equipment to meet the citizens' expectations of consistent and good customer service.

Section 3: 9-1-1 System Design

Section 3.1: Generally.

The monetary surcharge collected as authorized by the State Statute (50 ILCS 750) from citizens who reside within the ETSB 9-1-1 geographic boundaries for the purposes of providing an enhanced 9-1-1 System within the ETSB's geographic boundaries as defined by State statute.

Section 3.2: PSAP Facilities.

The Parties acknowledge there are two PSAP facilities within the 9-1-1 System. These facilities have been designed to allow the staff of both PSAPs to be housed within the same building in the event one of the PSAP facilities becomes unavailable operationally or physically. The 9-1-1 System Design designated the number of dispatch positions in each center based on daily operational use of each existing PSAP at the time the buildings were designed and constructed. The Parties agree that this design meets the previous 15 year goal of DU-COMM for backup from one facility for more efficient dispatch of 9-1-1 calls for their 9-1-1 geographic footprint. As such, the Parties agree that the support of the equipment within the facilities will be equal in order to maintain this operational goal.

Section 3.3: System Design.

The Parties agree that the management of the 9-1-1 System is and shall remain under the full control and supervision of the ETSB as designated by State statute (50 ILCS 750/15.4(b)). The Parties agree that the 9-1-1 System shall make up the essential components of hardware, software or contracted services listed herein and any other state or federally mandated system or services for the receipt and dispatch of emergency requests for service.

The Parties agree that each PSAP shall have its own network separate from the 9-1-1 System for additional services the PSAPs may wish to provide to their agencies or for internal functions such as, but not limited to, scheduling, messaging, email etc.

Section 3.3.1: Interoperability.

The parties agree that ETSB shall provide for one 9-1-1 System and system components to expedite the dispatch of a 9-1-1 or emergency request for assistance.

Section 3.3.2: System Design/Additions to the 9-1-1 System.

ETSB shall not contract for or oversee any new systems which are not mandated by State or Federal law or that do not support 9-1-1 System components. ETSB shall not prohibit the interfacing of any services or systems purchased by the PSAPs that meet the requirements of the ETSB security policy and best practices for cyber security provided the PSAP pays the cost for the complete interface and its maintenance. The Parties agree that payment for such interfaces does not arbitrarily grant the PSAPs or their staff access to the administration of the 9-1-1 System infrastructure. Access will be granted by the ETSB Executive Director pursuant to policy.

Section 3.3.3: System Design/Existing Components Not Required by State or Federal Mandates or Deemed Essential to the Dispatch.

Any existing services that are not required by State or Federal mandates or deemed essential to the dispatch shall be reviewed annually by the ETSB and PSAP Directors for their value to the mission of the 9-1-1 System. The Directors shall make a recommendation to the ETS Board during the budget process for the continued funding of these systems. Any service that is retained will also be reviewed prior to the renewal of said service, budget appropriation notwithstanding. The ETS Board will provide staff

direction on whether to include reviewed services in the pending budget based on a vote in which there is a simple majority of the board to continue same.

Any services that are deemed not required by the ETS Board but desired by a PSAP as an enhanced service for its members shall be charged back to the PSAP until the term of the existing contract is complete including any indirect cost to provide this service. Upon the completion of the contract term, if the PSAP desires to continue a service that is fully integrated into the 9-1-1 System Design, ETSB will continue the contract and the PSAP will reimburse the cost. ETSB will continue to have technical control of the software and manage it in the same manner as the other 9-1-1 System components. The PSAP must submit in writing its approval of the Purchase Order 60 days prior to renewal. Services that are stand alone and interfaced shall be contracted by the PSAP and costs borne by that PSAP. The Parties agree that payment for such interfaces does not arbitrarily grant the PSAPs or their staff access to the administration of the 9-1-1 System infrastructure. Access will be granted by the ETSB Executive Director pursuant to policy.

Section 4: Financial

Section 4 - Generally.

As an agency of the County, the ETSB is bound to the requirements and duties prescribed to it per County Ordinance Section 20-40: The Emergency Telephone System Board of DuPage County including specific financial duties.

The Parties agree that the ETSB shall, as an agency of the County and for transparency purposes, follow the County Procurement rules and guidelines for Budget submission for the timely approval of its budget appropriation according to State Statute.

The Parties agree that the ETSB shall, as an agency of the County and for transparency purposes, follow the County Procurement rules and guidelines unless expressly stated in this document.

The Parties agree that the language of this Agreement cannot supersede the Ordinance.

Section 4.1: Financial Objectives.

The Parties agree that 9-1-1 services are provided by the citizen 9-1-1 surcharge (ETSB) and taxpayer general fund property taxes (PSAP). The Parties agree that certain citizens are, therefore, contributing to 9-1-1 services in both general fund and surcharge payments. The Financial objectives shall:

A. seek to find additional ways to reduce the cost to the citizen for delivery of 9-1-1 service from the ETSB and the PSAPs while meeting their expectations; and

B. seek to continue a financially sustainable model to provide long term funding for 9-1-1 services in the ETSB geographic service area.

Section 4.2: Ratification.

The ratification of this agreement by the ETSB and the PSAPS receiving funds is necessary for the distribution of any grant monies with 9-1-1 surcharge funds.

Section 4.3: Grants to PSAPs.

Section 4.3.1: Generally.

The Parties agree that the ETSB may annually elect to provide grants to the PSAPs for costs directly related to the 9-1-1 dispatch as allowed by state and federal statute and specifically outlined 47 C.F.R. 9.23, 50 ILCS 750/35 (PA 103-0366, EFF 7/28/2023), and Illinois Administrative Code title 83 §1329 including but not limited to the expenses set forth in 50 ILCS 750/35(a)(2)(A-E), which include rent, mortgage payments, bond payments, and maintenance for the PSAP building and facility; telecommunicator salaries; and subscriber units for law enforcement and firefighters. The Formula established in Section 4.3.2 below will be used to determine the dollar amount allocations between the PSAPs.

The grant shall only be made if the ETSB has met all of its core financial obligations in providing for the operation/maintenance of the 9-1-1 System and capital equipment replacement. Such determination will be made bi-annually by the DuPage County Treasurer based on a cash flow analysis provided by the County Finance Department via the County Chief Financial Officer. PSAPs shall be required to submit documentation attesting to the use of the grant funds so that the ETSB may document such expense in the Annual Financial Report (AFR) required by state statute.

Section 4.3.2: PSAP Grant Formula.

During the Budget process, the ETS Board will determine the allocated amount to be placed in the budget. The Parties agree that this amount shall not be considered an expense until the ETS Board votes to approve its disbursement. The Parties agree that the ETS Board has the right to reduce the amount of the allocation based on revenue and operating obligations as determined in Section 4.3.1.

The grant shall be allocated in the following manner:

1. The grant allocation shall be split according to the above percentages:

    a. ACDC: 35%
    b. DU-COMM: 65%

Section 4.3.3: Limitations on Use and Penalties.

The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB, PSAPS and the first responding sworn personnel to effectively respond to emergency calls to 9-1-1. Diversion of surcharge funds is ground for withholding of surcharge by the State of Illinois and other penalties be assigned. The PSAPs shall ensure that said surcharge granted continue to be utilized for approved

purposes. If at any time during the course of this Agreement, the ETSB determines that granted funds are not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event PSAP fails to comply with the terms of the Agreement, the ETSB may request the return of less than all of the surcharge granted to the PSAP pursuant to this Agreement and the PSAP shall promptly comply with the ETSB's request.

If a PSAP fails to provide documentation of the use of the surcharge to the ETSB within 60 days of the expense or annually indicates the fundings has not been spent, the PSAP will not be eligible for future funding for one (1) fiscal year in which funds will be granted. The PSAP will be responsible for any monetary penalties levied against the ETSB for failure to comply. Any such penalties cannot be paid with surcharge funds.

If a PSAP uses the funding for an expense that is not an *allowable* or *acceptable* cost as determined by the FCC or State of Illinois statute or administrative rule, the PSAP shall reimburse ETSB within 60 days of the determination and will forfeit any eligibility for grant funding for a period of five (5) years in which funds will be granted. The PSAP will be responsible for any monetary penalties levied against the ETSB for a determination of diversion or failure to comply. Any such penalties cannot be paid with surcharge funds.

Section 5: Fiscal Year 2023 Budget and Grant to the PSAPs

Section 5.1: Initial Grant.

Within 60 days of execution of the IGA, the ETSB shall grant $2,000,000 to the PSAPs using the PSAP Grant Formula detailed in Section 4.3.2. No further monies will be granted to the PSAPs until all conditions stipulated in this Agreement have been met.

Section 5.2: PSAP Grant.

ETSB is not obligated to provide any future funding as described in Section 4. Within the FY23 budget, the ETS Board has approved an additional $1M which may be granted to the PSAPs in the fourth quarter of the fiscal year at the discretion of the ETS Board.

Section 6: Training

Section 6: Telecommunicator Training, Certification and License Costs.

Section 6.1: Generally.

The Parties agree that ETSB may provide funding to the PSAPs for the cost of approved training, mandatory certifications, and any licensing required by the State of Illinois and FCC ("training"). Including any overtime earned by the qualified employee to attend online or in-state training and excluding conferences and out-of-state training. The distribution shall only be made if the ETSB has met all of its core financial obligations in providing for the operation/maintenance of the 9-1-1 System and capital equipment replacement. The ETS Board shall approve up to $100,000 annually during the budget process. The Parties agree that the ETS Board has the right to reduce the amount of the allocation based on revenue and operating obligations.

The distribution of this training grants shall be determined in the same manner as the PSAP Grant Funding in Section 4.3.2: PSAP Grant Formula. Section 4.3.3 and 4.3.4 shall also apply to grants for training.

ETSB currently provides State mandated Emergency Medical Dispatch training (certification and recertification), on-line monthly situation training, and may provide any other training approved by the ETS Board in the future. These costs shall be separate from the funds granted for training.

Section 6.2: Records.

Pursuant to 83 Illinois 1329.620(d), the Parties agree that the PSAP Directors will provide a list of training as required by state statute to verify the training provided to ensure that ETSB is utilizing the taxpayer surcharge in an allowable manner for recording keeping purposes.

> (a) Each 9-1-1 Authority, as well as its answering points, shall ensure its public safety telecommunicators and public safety telecommunicator Supervisors comply with the training, testing, and certification requirements established pursuant to Section 2605-53 of the Department of State Police Law.
>
> (b) Each 9-1-1 Authority, as well as its answering points, shall maintain a record regarding its public safety telecommunicators and public safety telecommunicator Supervisors compliance with this Section for at least 7 years and shall make the training records available for inspection by the Administrator upon request." the Parties agree to comply with said section and to provide training records to ETSB as the 9-1-1 Authority.

Training for, technical staff, contracted staff, or administrative staff shall not be part of this grant funding allocation to the PSAPs. Required certifications or continuing education credits, Train the Trainer courses that further the training of the Telecommunicators and may include dispatch supervisors and managers subject to the approved uses of surcharge funds.

The Parties agree that no more than Thirty percent (30%) of ETSB training dollars shall be used by either PSAP for out of state conferences that do not include continuing education hours consistent with allowable costs or for dispatch supervisors and managers subject to the approved uses of surcharge funds. If the continuing education courses are a separate fee, ETSB training dollars shall only be used for the continuing education course cost. ETSB training dollars shall not be used for travel expenses including but not limited to hotel, airfare, car rental or mileage. ETSB training dollars may be used for mileage for personal vehicles for in-state training subject to the County Travel Policy's restrictions (section 3.4(A)). ETSB training dollars shall not be used to reimburse either DUCOMM or the Village of Addison for mileage on agency owned vehicles.

Section 6.3: Funding Formula, Restricted Revenue.

The Parties agree that any funds distributed to the PSAPs for training may not be used for other purposes. The Parties further agree that any funds not utilized by a PSAP in

the granted fiscal year shall be carried over annually for training and travel purposes and shown in a separate line item in the PSAP's fiscal year budget.

The Parties further agree that if the PSAP's fiscal year budget has $100,000 or more in ETSB training dollars, the ETS Board may elect to forego grant funding in that fiscal year for training.

Section 6.4: County Travel Policy.

This Agreement shall supersede the County's Travel and Reimbursement Policy for employees where training for PSAP personnel is funded as an allowable cost for surcharge Funds, except as set forth above. ETSB staff shall follow and be reimbursed according to County policy and are not part of this Agreement.

Section 7: Term and Termination

Section 7.1: Effective Date.

This Agreement shall commence upon its execution by the parties and the County Board. The Agreement shall continue until November 30, 2030, or until it is terminated in accordance with this Part 7.

Section 7.2: Termination by Election of Parties.

After the term of this Agreement, any party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 7.4. A terminating PSAP shall be responsible any costs arising from or associated with any grants or training grant funds covered under this Agreement. A request by the ETSB, pursuant to Section 4.3.4 for the reasons provided by that Section, for a return of certain funds granted to PSAPs shall not automatically operate to terminate this Agreement.

Section 7.3: Effects of Termination.

Upon the effective date of the termination of this agreement pursuant to a written notice by PSAP as set forth in Section 7.2, (1) PSAP's may use surcharge funds already granted; and (2) PSAP's obligation to reimburse the ETSB for any costs arising from the granting of surcharge as provided in this Agreement shall remain in full force and effect.

Section 7.4: Termination as a Result of Loss of Surcharge.

When the ETSB determines as a result of the loss of surcharge funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund grants to the PSAPs or training, the ETS Board may cease to allocate funds for grants.

Section 8: Miscellaneous Terms

Section 8.1: No Joint Venture.

This Agreement shall not be construed in such a way that the County, the ESTB, or the PSAPs, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 8.2: Notice.

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:	**If to the PSAPs, to:**
Attention: DuPage County c/o Emergency Telephone System Board 421 County Farm Road Wheaton, IL 60187	Attention: DU-COMM 420 County Farm Road Wheaton, IL 60187 Attention: The Village of Addison c/o Addison Consolidated Dispatch Center 1471 Jeffrey Drive Addison, IL 60101

Section 8.3: Entire Agreement.

This Agreement constitutes the entire agreement of the County on behalf of the 9-1-1 System and the PSAPs with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the PSAPs and the County with respect to the subject matter hereof.

Section 8.4: Approval Required and Binding Effect.

This Agreement between the County on behalf of the 9-1-1 System and the PSAPs shall not become effective unless authorized by the County Board. This Agreement constitutes a legal, valid and binding agreement, enforceable against the PSAPs and, once duly authorized and executed as set forth herein, against the County.

Section 8.5: Representations.

Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 8.6: Covenant Not to Sue.

The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement, or any dispute arising out of ETSB's distribution of disbursement set forth in Section 4, to the extent authorized by law.

Section 8.7: Amendments.

This Agreement may be amended upon the written agreement of the parties.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:

_____
Deborah A. Conroy, Chair

Date: _____

VILLAGE OF ADDISON FOR ADDISON CONSOLIDATED DISPATCH CENTER

_____
Richard Veenstra, Mayor

Date: _____

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY

_____
Greg Schwarze, Chair

Date: _____

DUPAGE PUBLIC SAFETY COMMUNICATIONS

_____
David Brummel, President

Date: _____

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

File #: HS-R-0065-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.A.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.
PROJECT HM21-02a - $300,000

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC., an Illinois not-for-profit corporation, (hereinafter called "SUBRECIPIENT"), having a principal place of business at 16555 Weber Rd., Crest Hill, IL 60403 has been selected as a SUBRECIPIENT to receive a portion of COUNTY'S HOME funds to be used for eligible costs associated with Tenant Based Rental Assistance (TBRA) known as HOME project HM21-02a; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, on October 3, 2023 the DuPage HOME Advisory Group and on November 7, 2023 the County Human Services Committee has recommended funding Three Hundred Thousand and 00/100 Dollars ($300,000) for eligible costs associated with Tenant Based Rental Assistance; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM21-02a so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC. 16555 Weber Rd., Crest Hill, IL 60403; and the Community Development Commission.

Enacted and approved this 14th of November, 2023 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

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

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: October 16, 2023

RE: **Catholic Charities Tenant-Based Rental Assistance Program – HM21-02a HOME Agreement**

This recommendation was approved by the Home Advisory Group on 10/03/2023.

Action Requested: The HOME Advisory Group approved this project at a conditional commitment level so that staff could prepare a HOME Agreement for the project. Staff recommends approval of the 2021 Program Year Agreement with Catholic Charities for project number HM21-02a, HOME Investment Partnership Program Tenant-Based Rental Assistance Program in the amount of $300,000.

Details: The Tenant Based Rental Assistance Program provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. Through a collaboration with non-profit agencies and DuPage County, since 2016, the program has assisted 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

Catholic Charities is requesting $300.000.00 in HOME funds to provide ongoing rental assistance to approximately 18 households annually. Catholic Charities' request is based on historic annual spending with a monthly caseload between averaging 18 households. Catholic Charities is requesting existing allocated funds from Program Year 2021 HOME funds to be utilized over the next 24 months, which will overlap Program Years 2023, 2024, and 2025.

Underwriting Memo – Catholic Charities

Tenant Based Rental Assistance Program

1. Overview

The Tenant Based Rental Assistance Program provides ongoing rental assistance and case – management including supportive services to eligible low-income formerly homeless clients in DuPage County. Since 2016, DuPage County has been collaborating with non-profit agencies to assist 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

Catholic Charities is requesting $300,000.00 in PY21 HOME funds to provide ongoing rental assistance to approximately 18 households annually. Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income. Catholic Charities' request is based on historic annual spending with a monthly caseload averaging 18 households. Catholic Charities is requesting existing allocated funds from Program Year 2021 to support the TBRA program over the next 24 months. The PY21 funding will serve eligible clients during program years 2023, 2024, and 2025.

2. Executive Summary

2.A Challenges / Opportunities Presented

CDC staff reviewed Catholic Charities' funding request which corresponds with the number of tenants they intend to assist over the next two years, which will overlap Program Years 2023, 2024, and 2025. Historically, Catholic Charities has been an important partner in the County's efforts to assist eligible low-income homeless clients retain affordable housing. The Tenant Based Rental Assistance Program remains an important tool for low-income residents who could not otherwise afford housing within DuPage County. It is anticipated that this project will benefit 18 households over one program year, most being single with barriers to accessing housing without ongoing assistance and case management. The current rental market presents challenges for the low-income clients that the TBRA Program assists. One challenge is the increase in rental prices and simultaneous decrease of accessibility to affordable, fair market units within DuPage County. It is not only difficult to find an affordable unit but to find a property manager or private landlord willing to work with clients who have barriers (poor credit, criminal history, fixed income, limited employment history, inconsistent rental history, etc.). Often, without ongoing rental assistance, these households would otherwise remain homeless, "doubled up", or rent burdened. TBRA ensures these most vulnerable clients have access to affordable housing, case management, and ongoing support as they either seek permanent affordable housing or gainful full-time employment.

2.B. Risks

Pertinent risk factors for this project are:

Market	**Low** There are *57* potentially eligible clients currently on a list to be assessed for TBRA as a housing intervention (*Coordinated Entry System clients scoring 6 – 8 on the VISPDAT self-assessment)* According to the National Low Income Housing Coalition, The State of Illinois has a shortage of 293,354 affordable rental homes and 73% of low-income tenants are cost burdened. There is a great need for assistance to help low-income clients retain affordable housing.
Subrecipient	**Low** Catholic Charities has been a longstanding partner in administering a variety of client-based programs. They have been operating TBRA for nearly seven years.
Financing	**Low** Catholic Charities operates this program with HOME funds and will not exceed a client caseload that can be supported by year-over-year funds as they become available. Catholic Charities has several funding sources (federal, state, and private) which fund their staff who operate the program.
Underwriting Assumptions	**Low** Clients are assessed for eligibility and abide by a Self-Sufficiency plan which, in most cases, helps transition a client off assistance within 24 months.
Other	The proposed project presents a low, favorable risk profile and is recommended for approval.

3. Project Market

TBRA serves low-income formerly homeless DuPage County residents. This population includes low-income individuals and families who are currently residing in emergency shelter in DuPage County who have been prioritized for a housing intervention on the Homeless Management Information System (HMIS) Coordinated Entry System (CES). There are currently 122 clients (CES clients scoring 6 – 8 on VISPDAT) awaiting assessment for a housing intervention, which includes TBRA. Clients are contacted to complete an assessment and, if determined to meet the minimum requirements, are scheduled for an in-person appointment to complete the application process. Clients develop a Self-Sufficiency Plan (SSP) and encouraged to participate in monthly case management to meet goals outlined in the SSP. Case managers consistently engage clients with services throughout the County – money management, employment coaching, childcare assistance, etc. Clients exit the program successfully either when they obtain gainful full-time employment or permanent affordable housing (Housing Choice Voucher, subsidized senior housing, etc.).

4. Development Entity and Capacity

Catholic Charities has administered the Tenant Based Rental Assistance Program since 2016 to low-income families and individuals seeking rental assistance throughout DuPage County. Catholic Charities employs a full-time TBRA case manager, and there are two full-time staff – Supervisor and Director – which oversee the program administration. In addition to HOME funds available for the full-time case manager, PY2023 CDBG public service funds have been

awarded in addition to United Way and DuPage Foundation funding. The two-full-time staff are funded with other sources within the agency.

5. Proposed Financial Structure

Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income which can result in a fluctuation of program costs. HOME funds the reimbursement of the agency's subsidized rental assistance portion. Catholic Charities estimates serving 18 households annually which will ensure the total costs do not exceed $300,000.00 in a 24-month period.

6. Conclusion

The proposed project meets all Notice of Funding Available (NOFA), application requirements and has a favorable risk profile. The CDC staff recommendation is that the project be approved for a total of $300,000.00 from PY21 HOME funds.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.
HM21-02A - $300,000.00

This AGREEMENT is entered into as of the 14th day of November, 2023 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 CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC., an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 16555 Weber Rd., Crest Hill, IL. 60403.

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 Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) program and has selected SUBRECIPIENT to administer a portion of that program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPEINT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

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

I. INCORPORATION AND CONSTRUCTION

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

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

C. The following exhibits are hereby incorporated into this AGREEMENT:

Exhibit A.	DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
Exhibit B.	DuPage County TBRA Self-Sufficiency Program Plan
Exhibit C.	Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
Exhibit D.	Utility Allowance – DuPage Housing Authority Payment Standards
Exhibit E.	HOME Lease Requirements
Exhibit F.	Assurances
Exhibit G.	Equal Employment Opportunity Certification
Exhibit H.	VAWA Lease Addendum
Exhibit I.	DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

A. **Statement of Work**: The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, dated January 24, 2019, reviewed, and amended annually attached hereto as *Exhibit A* and incorporated herein by reference ("PROJECT").

B. **Eligible Costs**: SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.

1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months' rent.

2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds. It is anticipated that COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors.

3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY'S CDC.

4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.

C. **Eligible Families**: In accordance with all the specific requirements of *Exhibit A*, families

1. Must meet citizenship requirements

2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless

3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the "Part 5" definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the "Part 5" income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the "Part 5" definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family's income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.

4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.

5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of $25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.

6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

D. **Eligible Housing**: In accordance with the specific requirements of Exhibit A,

1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.

2. Must have a lease in the name of the tenant that complies with the requirements of the HOME program, as indicated on *Exhibit E*, attached hereto and incorporated herein by reference. SUBRECIPIENT, however, may enter into a rental assistance contract with the owner for direct payment of rent. The term of the rental assistance contract with the owner must begin on the first day of the term of the lease and must terminate on termination of the lease.

3. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C.*

4. Must pass a Housing Quality Standards inspection prior to commitment of funds and annual re-inspections for housing where a family continues to receive TBRA under this AGREEMENT.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

A. HOME funds in the amount of up to THREE HUNDRED THOUSAND and 00/100 Dollars ($300,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development, and upon the receipt of documentation as described in this Section III.

B. All claims of SUBRECIPIENT shall comply with the following requirements:

1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.

2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.

3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

C. The budget for the project is anticipated to be as follows:

Rents	$250,000

Security deposits only	$35,000
Determining income eligibility of families	$15,000
TOTAL	$300,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

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

Activity	Completion Date
1. 50% of funds expended	**11/14/2024**
2. 100% of funds expended	**11/14/2025**
3. Final reimbursement request received	**11/01/2025**

B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 ("Super Circular"), as updated from time to time, including any single audit requirements contained therein.

VI. OTHER PROGRAM REQUIREMENTS

A. The project will be conducted and administered in compliance with applicable federal civil rights and fair housing law, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.

2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20).

4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.

5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations when published for effect.

B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135).

C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.

D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.

E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. This PROJECT does not undertake any of these activities.

F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as modified by Paragraph K of the Federal Register, Volume 73, No. 194. No person(s) shall be displaced as part of this PROJECT.

G. SUBRECIPIENT must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in *Exhibit G* attached hereto and made a part hereof.

H. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.

I. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.

J. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.

K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular, including the conflict of interest provisions.

L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, to the extent applicable to the PROJECT.

N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).

O. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about

   a. The dangers of drug abuse in the workplace;

   b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will

    a. Abide by the terms of the statement; and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

    a. Taking appropriate personnel action against such an employee, up to and including termination; or

    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

    c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Q. Eligible matching contributions ("Match") are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT include cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.

R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.

S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.

    a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
        i. At the time the applicant is denied assistance or admission under a covered housing program;
        ii. At the time the individual is provided assistance or admission under

the covered housing program;

iii. With any notification of eviction or notification of termination of assistance; and

iv. During the annual recertification or lease renewal process, whichever is applicable.

b. VAWA Lease Bifurcation:

i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

1. Without regard to whether the household member is a signatory to the lease; and
2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.

1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.

d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.

B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.

B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.

C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.

D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).

E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System

F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.

G. SUBRECIPIENT shall maintain the following records:

1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income

eligible.

2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.

3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.

4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.

B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT 'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIEN 'S suspension of its pursuit of the PROJECT.

C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or

misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.

C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.

D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.

E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time-

to-time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.

B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.

D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.

E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on 11/14/2025, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System.

G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

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

DATE: _____

ATTEST: _____
Jean Kaczmarek,
County Clerk

SUBRECIPIENT: Catholic Charities, Diocese of Joliet, Inc.,
an Illinois Not-for-Profit Corporation

ADDRESS: 16555 Weber Rd.
Crest Hill, IL 60403

BY: _____
Kathleen Langdon, Executive Director

DATE: _____

ATTEST: _____
Signature

_____
Printed Name

_____
Title

EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014
As amended: April 1, 2014
As amended: October 4, 2016
As amended: January 3, 2017
As amended: October 3, 2017
As amended: January 24, 2019

1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.

- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.

- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statue, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection**. All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

ESG Definition of Homelessness: Category 1. An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Individual or family is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4. Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility**. Families must be determined to be income eligible prior to receiving assistance. The "Part 5" method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families' income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family's income is greater than 80% MFI at any recertification, the TBRA assistance will cease.

6. **The CPD Income Eligibility** Calculator will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.

7. **Expectation of Family**. A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of $25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month's rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family's income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation**. DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.

9. **Leases and Rents**. Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.

   Maximum Subsidy. The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.

10. **Housing Standards**. Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.

11. **Subrecipient Agencies**. Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-

Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process**: All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

    A formal separation process will, at a minimum, consist of the following:

    - Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.

    - Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.

13. **HMIS**. Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

EXHIBIT B

DuPage County
Tenant Based Rental Assistance (TBRA)

Self-Sufficiency Program Plan

Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as "Participant(s)"). TBRA Program rental assistance will be provided with funds received by DuPage County ("County") under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development ("HUD"). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as "Agency"). Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants' success.

Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant's health, welfare, education, employment and, if applicable, children's needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants' needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

Independent Living and Employment Skills Training

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

Reporting

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

EXHIBIT C

DuPage Housing Authority 711 E Roosevelt Rd, Wheaton, IL 60187
H: 630.690.3555 FAX: 630.690.0702 www.dupagehousing.org

2023 DHA Maximum Voucher Allowance - Effective 08/02/2023

(Payment Standards)

ZipCode	*Town*	DHA Studio	DHA 1 Bedroom	DHA 2 Bedroom	DHA 3 Bedroom	DHA 4 Bedroom	DHA 5 Bedroom	DHA 6 Bedroom
60101	Addison	$ 1,260	$ 1,356	$ 1,560	$ 1,980	$ 2,352	$ 2,705	$ 3,058
60103	Bartlett	$ 1,860	$ 2,016	$ 2,316	$ 2,940	$ 3,492	$ 4,016	$ 4,540
60106	Bensenville	$ 1,332	$ 1,440	$ 1,656	$ 2,100	$ 2,496	$ 2,870	$ 3,245
60108	Bloomingdale	$ 1,656	$ 1,788	$ 2,052	$ 2,604	$ 3,096	$ 3,560	$ 4,025
60188	Carol Stream	$ 1,560	$ 1,680	$ 1,932	$ 2,448	$ 2,916	$ 3,354	$ 3,791
60514	Clarendon Hills	$ 1,164	$ 1,260	$ 1,440	$ 1,927	$ 2,284	$ 2,498	$ 2,824
60561	Darien	$ 1,596	$ 1,728	$ 1,980	$ 2,508	$ 2,988	$ 3,437	$ 3,884
60515	Downers Grove	$ 1,560	$ 1,680	$ 1,932	$ 2,448	$ 2,916	$ 3,354	$ 3,791
60516	Downers Grove	$ 1,620	$ 1,752	$ 2,016	$ 2,556	$ 3,036	$ 3,492	$ 3,947
60126	Elmhurst	$ 1,800	$ 1,944	$ 2,232	$ 2,832	$ 3,372	$ 3,878	$ 4,384
60137	Glen Ellyn	$ 1,308	$ 1,428	$ 1,632	$ 2,086	$ 2,460	$ 2,830	$ 3,198
60138	Glen Ellyn	$ 1,572	$ 1,704	$ 1,956	$ 2,484	$ 2,952	$ 3,395	$ 3,838
60139	Glendale Heights	$ 1,608	$ 1,752	$ 2,004	$ 2,544	$ 3,024	$ 3,478	$ 3,931
60133	Hanover Park	$ 1,536	$ 1,668	$ 1,908	$ 2,424	$ 2,880	$ 3,312	$ 3,744
60521	Hinsdale	$ 2,088	$ 2,256	$ 2,592	$ 3,288	$ 3,912	$ 4,499	$ 5,086
60522	Hinsdale	$ 1,572	$ 1,704	$ 1,956	$ 2,484	$ 2,952	$ 3,395	$ 3,838
60143	Itasca	$ 1,500	$ 1,632	$ 1,872	$ 2,376	$ 2,820	$ 3,244	$ 3,666
60439	Lemont/ Woodridge/ Willow Springs	$ 1,344	$ 1,452	$ 1,668	$ 2,112	$ 2,520	$ 2,898	$ 3,276
60532	Lisle	$ 1,788	$ 1,932	$ 2,220	$ 2,820	$ 3,348	$ 3,851	$ 4,352
60148	Lombard	$ 1,728	$ 1,872	$ 2,148	$ 2,724	$ 3,240	$ 3,726	$ 4,212
60157	Medinah/Bloomingdale	$ 1,632	$ 1,764	$ 2,028	$ 2,568	$ 3,048	$ 3,505	$ 3,962
60540	Naperville	$ 1,764	$ 1,920	$ 2,196	$ 2,784	$ 3,312	$ 3,809	$ 4,306
60563	Naperville	$ 1,980	$ 2,148	$ 2,460	$ 3,120	$ 3,708	$ 4,265	$ 4,820
60564	Naperville	$ 2,088	$ 2,256	$ 2,592	$ 3,288	$ 3,912	$ 4,499	$ 5,086
60565	Naperville	$ 1,704	$ 1,848	$ 2,124	$ 2,700	$ 3,204	$ 3,685	$ 4,165
60566	Naperville	$ 1,572	$ 1,704	$ 1,956	$ 2,484	$ 2,952	$ 3,395	$ 3,838
60567	Naperville	$ 1,548	$ 1,668	$ 1,920	$ 2,436	$ 2,892	$ 3,326	$ 3,760
60523	Oak Brook	$ 828	$ 1,072	$ 1,242	$ 1,320	$ 1,572	$ 1,794	$ 2,028
60172	Roselle	$ 1,692	$ 1,836	$ 2,100	$ 2,664	$ 3,168	$ 3,643	$ 4,118
60181	Villa Park/Oak Brook Terrace	$ 1,488	$ 1,608	$ 1,848	$ 2,340	$ 2,784	$ 3,202	$ 3,619
60555	Warrenville	$ 1,776	$ 1,920	$ 2,208	$ 2,796	$ 3,336	$ 3,836	$ 4,337
60185	West Chicago	$ 1,332	$ 1,440	$ 1,656	$ 2,100	$ 2,496	$ 2,870	$ 3,245
60186	West Chicago	$ 1,572	$ 1,704	$ 1,956	$ 2,484	$ 2,952	$ 3,395	$ 3,838
60559	Westmont	$ 1,452	$ 1,572	$ 1,800	$ 2,280	$ 2,712	$ 3,119	$ 3,526
60187	Wheaton	$ 1,656	$ 1,800	$ 2,064	$ 2,616	$ 3,108	$ 3,575	$ 4,040
60189	Wheaton	$ 1,728	$ 1,872	$ 2,148	$ 2,724	$ 3,240	$ 3,726	$ 4,212
60527	Willowbrook/Burr Ridge	$ 1,764	$ 1,920	$ 2,196	$ 2,784	$ 3,312	$ 3,809	$ 4,306
60190	Winfield	$ 2,088	$ 2,256	$ 2,592	$ 3,288	$ 3,912	$ 4,499	$ 5,086
60191	Wood Dale	$ 1,536	$ 1,668	$ 1,908	$ 2,424	$ 2,880	$ 3,312	$ 3,744
60517	Woodridge	$ 1,692	$ 1,836	$ 2,100	$ 2,664	$ 3,168	$ 3,278	$ 4,118

08/02/2023

EXHIBIT D

DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187
PH: 630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL 60560
PH: 630.593.8218 FAX: 331.207.8923
www.kendallhousing.org

DUPAGE HOUSING AUTHORITY
2022 UTILITY ALLOWANCE SCHEDULE
EFFECTIVE MAY 1, 2022

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
ELECTRIC							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	$35	$38	$48	$57	$66	$75	$80
House (Single Family Detached)	$44	$49	$63	$76	$90	$103	$110
Cooking - All Unit Types	$5	$6	$9	$12	$15	$17	$19
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	$14	$16	$21	$25	$30	$34	$37
House (Single Family Detached)	$17	$20	$26	$32	$37	$43	$47
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	$24	$28	$38	$49	$59	$69	$74
House (Single Family Detached)	$57	$67	$78	$90	$101	$113	$122
NATURAL GAS							
Cooking - All Unit Types	$2	$2	$3	$4	$5	$6	$7
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	$5	$5	$8	$10	$13	$15	$17
House (Single Family Detached)	$6	$7	$10	$13	$16	$19	$20
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	$17	$21	$24	$27	$31	$35	$37
House (Single Family Detached)	$25	$29	$35	$39	$45	$49	$53
Monthly Gas Fee - All Unit Types	$21	$21	$21	$21	$21	$21	$21
MISCELLANEOUS							
Water - All Unit Types	$35	$36	$48	$60	$71	$83	$90
Sewer - All Unit Types	$23	$23	$29	$34	$40	$45	$49
Trash - All Unit Types	$14	$14	$14	$14	$14	$14	$14
Refrigerator - All Unit Types	$12	$12	$12	$12	$12	$12	$12
Range - All Unit Types	$11	$11	$11	$11	$11	$11	$11
TOTAL ALLOWANCES							

Effective May 1, 2022

EXHIBIT E

HOME Investment Partnerships Program Lease Requirements
24 CFR 92.253

1. The lease, and any extension thereof, shall be for a term of not less than one year, unless by mutual agreement between the tenant and the owner.

2. Tenant may not agree to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

3. Tenant may not agree that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with the laws of the State of Illinois.

4. Tenant may not agree not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.

5. Tenant may not agree that the owner may institute a lawsuit against the tenant without notice to the tenant.

6. Tenant may not agree that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

7. Tenant may not agree to waive any right to a trial by jury.

8. Tenant may not agree to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

9. Tenant may not agree to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

10. Tenant may not be required to accept supportive services that are offered (other than tenants in transitional housing).

11. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in tenant's income or refusal of tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

EXHIBIT F

ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;

B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.

C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:

1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:

    a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and

    b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;

2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;

D. The grant will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;

2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:

    a. Employment and training.

i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:
    1. Section 3 workers residing within the service area or the neighborhood of the project, and
    2. Participants in YouthBuild programs.

b. Contracting.
    i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
    ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
        1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
        2. YouthBuild programs.

c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.

e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.

5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;

8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;

10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;

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

12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

13. The Fair Housing Act (42 U.S.C. 3601-20);

E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and

F. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS ($100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).

G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate

income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug awareness program to inform employees about:

    a. The dangers of drug abuse in the workplace;

    b. The SUBGRANTEE's policy of maintaining a drug-free workplace;

    c. Any available drug counseling, rehabilitation, and employee assistance programs; and

    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);

4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:

    a. Abide by the terms of the statement; and

    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:

    a. Taking appropriate personnel action against such an employee, up to and including termination; or

    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).

J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

K. In regards to lobbying, the SUBGRANTEE certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS ($10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS ($100,000) for each such failure.

EXHIBIT G

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

HOME Investment Partnerships
County of DuPage

The undersigned understands and agrees that it is a SUBRECIPIENT of a Project funded in part by the HOME Investment Partnership Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SUBRECIPIENT further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the HOME Investment Partnership Program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.

2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any HOME Investment Partnership Program construction.

3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.

5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, l965, with a contractor debarred from or who has not demonstrated eligibility

for government contracts and federally assisted construction contracts pursuant to the Executive Order.

6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.

7. In the event that SUBRECIPIENT fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant, refrain from extending any further assistance to SUBRECIPIENT until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBRECIPIENT: Catholic Charities, Diocese of Joliet, Inc.,
an Illinois Not-for-Profit Corporation

ADDRESS: 16555 Weber Rd.
Crest Hill, IL 60403

BY: _____
Kathleen Langdon, Executive Director

DATE: _____

ATTEST: _____
Signature

_____
Printed Name

_____
Title

Exhibit H

VIOLENCE, DATING VIOLENCE OR STALKING

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____ _____
Tenant Date

_____ _____
Landlord Date

Form **HUD-91067**
(9/2008)

Exhibit I

DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

DuPage County Community Development Commission (CDC) and its subrecipients are concerned about the safety of tenants residing in ESG and HOME-assisted units, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),[1] tenants in both ESG and HOME-assisted units who are victims of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2] The ability of DuPage County and its subrecipients to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

***NOTE**: DuPage County funds unit-based and voucher-based projects and does not own or maintain an inventory of dwelling units. DuPage County and its subrecipients cannot guarantee dwelling units will be available to offer tenants for temporary or permanent occupancy.*

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that DuPage County Community Development Commission is compliant with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

---

[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall submit a written request to:

1. Subrecipient agency (Emergency Solutions Grant/Tenant-Based Rental Assistance); ***OR***
2. Property management office, landlord, etc. (HOME-assisted units, non-TBRA)

The subrecipient will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing providers program; ***OR***
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

Both DuPage County and its subrecipients will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives express written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.[3]

Emergency Transfer Timing and Availability

DuPage County and its subrecipients cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. DuPage County's subrecipients will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. *DuPage County's subrecipients may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.*

If DuPage County's subrecipient has no safe and available units for which a tenant who needs an emergency transfer is eligible, DuPage County's subrecipient will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, DuPage County's subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

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[3] See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Housing Provider's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

National Resources

Tenants who are, or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are, or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.
Family Shelter Service
Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.
YWCA Metropolitan Chicago
Hotline: 630-971-3927

Attachment:

1. DuPage County Community Development Commission's VAWA Policy

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

File #: HS-R-0066-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.B.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF DUPAGE AND
VILLAGE OF ADDISON

WHEREAS, 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 Complied Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, HUD has indicated the COUNTY is qualified and the appropriate staff agency to act as a Responsible Entity under 24 CFR Part 58 and to carry out and complete an Environmental Review Record (ERR) for Community Project Funding (CPF) projects on behalf of CPF Awardees; and

WHEREAS, the Village of Addison has received a CPF award, hereinafter known as the "CPF AWARDEE"; and

WHEREAS, the CPF AWARDEE wishes to enter into an MOU with the COUNTY for the purposes of utilizing COUNTY staff to complete the required ERR; and

WHEREAS, , an MOU has been prepared outlining the CPF AWARDEE's responsibilities for compliance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and obligations to the COUNTY.

NOW, THEREFORE, BE IT RESOLVED, by the County Board that said MOU between the County of DuPage and the Village of Addison, 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 MOU on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to MOU so long as such amendments further the completion of the project and are in accordance with regulations applicable to 24 CFR Part 58 and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the VILLAGE OF ADDISON, 1 Friendship Plaza, Addison, IL 60101.

Enacted and approved this 14th of November, 2023 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

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

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: October 13, 2023

SUBJECT: Community Project Funding Memorandum of Understanding – Environmental Review Records

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Action Requested: The Community Development Commission staff recommends approval of a Memorandum of Understanding (MOU) between DuPage County and three Community Project Funding (CPF) Awardees; Village of Addison, Wood Dale Park District, and the City of Wheaton, to allow for completion of Environmental Review Records (ERR) under 24 CFR Part 58.

Details: HUD's Office of Community Planning and Development, Congressional Grants Division is responsible for the administration of congressionally-directed spending under the Economic Development Initiative - Community Project Funding (CPF). CPF grants are selected through a congressionally-directed application process. HUD does not facilitate the grant application process.

CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. All projects must have a completed environmental review, and where applicable, an approved Request for Release of Funds/Certification, prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. HUD's Region 5 Office of Environment and Energy has requested DuPage County act as the Responsible Entity and complete CPF ERRs under Part 58 to alleviate the burden of HUD completing the ERR under Part 50. To accommodate HUD's request, an MOU has been prepared outlining responsibilities of the County and CPF Awardee, along with reimbursement requirements to County staff for time put forth completing each ERR.

Of note, CPF has been allocated directly to each CPF Awardee and has not been appropriated to DuPage County.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF DUPAGE AND
VILLAGE OF ADDISON

This AGREEMENT is entered into as of the 14th day of November, 2023, between the COUNTY OF DUPAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the VILLAGE OF ADDISON, an Illinois Municipal Corporation, (hereinafter called "Community Project Funding AWARDEE") having a principal place of business at 1 Friendship Plaza, Addison, IL 60101.

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", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, the COUNTY, as a Responsible Entity and pursuant to 24 CFR Part 58, will complete the Environmental Review for the Community Project Funding ("CPF") Grant the CPF Awardee has applied for; and

WHEREAS, HUD has indicated the COUNTY is a qualified and appropriate staff agency to carry out the environmental review required for CPF awards to the extent required under 24 CFR part 58; and

WHEREAS, the COUNTY and the CPF Awardee enter into this Memorandum of Understanding (MOU or MEMORANDUM) 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 MEMORANDUM.

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

II. SCOPE OF THE PROJECT

A. The CPF AWARDEE shall provide the COUNTY with a full detailed project scope in accordance with 24 CFR part 58, including but not limited to all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.

B. The scope of the activities for the CPF awarded project includes:

1. Infrastructure improvements to College Boulevard, west of Swift Road, in Addison, IL 60101. Proposed improvements will include replacement of curb and gutter, driveway aprons, sidewalk, ADA ramps, drainage structure lid adjustments and flanking roadway drainage structures at sag low-points, as well as the required erosion control, landscaping, and pavement marking restoration. The proposed roadway, sidewalk, and driveway footprint will match that of the existing with no expansion or extended limits. All work is to occur within the existing roadway right of way.

2. CPF AWARDEE shall reimburse all costs/services associated with the DuPage County Community Services staff completing the Environmental Review process, pursuant to Section III. F. below.

III. CPF AWARDEE'S COMPLIANCE WITH THE ACT

A. The CPF Awardee shall comply and assist the COUNTY in complying with 24 CFR part 58 during the environmental review process. Failure to comply with or violate the provisions in subparagraphs (1), (2), and (3) set forth below may result in the COUNTY'S and/or DEPARTMENT'S inability to complete the Environmental Review Record (ERR). CPF Awardee shall:

1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and

2. Carry out mitigating measures identified and included in the Environmental Review Record; and

3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CPF or local funds for these program activities on a HUD assisted

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.

B. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on HUD's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

C. REPORTS: CPF Awardee shall provide the COUNTY with any and all reports necessary for the COUNTY to complete the environmental review. CPF Awardee understands and agrees that there may be certain testing/reports required under 24 CFR part 58 that the COUNTY staff is not qualified to complete. Any and all additional testing/reports identified by the COUNTY, which is necessary for the completion of the environmental review, is the responsibility of the CPF Awardee to obtain and pay for. Any and all results from additional testing/reports must be provided to the COUNTY for review and inclusion in the environmental review. The CPF Awardee must ensure any procurement requirements associated with obtaining the testing/reporting are followed. The COUNTY will not be responsible for assisting in the procurement or providing guidance related to any aspect of the CPF award. The CPF Awardee must direct all CPF related questions to the appropriate federal agency administering the grant.

D. SITE VISITS: CPF Awardee agrees and authorizes the COUNTY staff to conduct on-site visits and to conduct any other procedures or practices to ensure compliance with the provisions set forth in Paragraph A above. CPF awardee shall make the site accessible to COUNTY staff as needed to complete the environmental review.

E. TIMEFRAME: CPF awardee acknowledges and agrees that COUNTY projects will take priority over their environmental review process. As such, County does not guarantee a specific completion timeline. CPF awardee acknowledges and agrees that the environmental review process could take a year or more, depending on the demands of the COUNTY'S current projects and planning processes.

F. PAYMENT FOR SERVICES: CPF awardee acknowledges and agrees that the environmental review process is estimated to take approximately 100 hours to complete.

1. Upon completion of the ERR by County staff, the CPF Awardee shall reimburse the COUNTY for expenses incurred by the COUNTY upon the COUNTY'S submission of an invoice for services rendered. Should environmental conditions be identified prohibiting the project from moving forward, COUNTY staff will be reimbursed by the CPF Awardee for all time spent on preparation of the ERR.

2. CPF Awardee agrees that it shall be responsible for making all required payments against expenses incurred by COUNTY under this Memorandum. COUNTY shall forward an invoice for services rendered to the CPF Awardee for reimbursement of the hourly rate plus benefit rate of each COUNTY staff member's hours worked on the CPF Awardee's Environmental Review.

3. Compensation for COUNTY staff's time and reimbursement for expenses shall be paid by the CPF Awardee with the CPF funding and/or general funds available from the CPF Awardee. The County will invoice the CPF Awardee on a quarterly basis for the actual time spent on the project at the assigned employee's hourly rate, including fringe benefits.

IV. INDEMNIFICATION AND HOLD HARMLESS: CPF Awardee shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, 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 CPF Awardee, its agents or employees, in undertaking and performing the environmental review process under this Agreement.

A. In the event of any violation or breach of this Agreement by CPF Awardee, misuse or misapplication of funds derived from this Agreement by CPF Awardee, or any violation of any statutes, rules and regulations, directly or indirectly, by the CPF Awardee and/or any of its agents or representatives, then CPF Awardee, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such act or omission by CPF Awardee.

B. 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 CPF Awardee shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.

C. If the COUNTY has lost or been prevented from receiving any Federal funds as a result of any alleged violation of 24 CFR part 58, the CPF Awardee shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach.

V. MISCELLANEOUS PROVISIONS

A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. 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.

B. ATTORNEY'S OPINION - If requested, CPF Awardee 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 CPF Awardee, have been taken by CPF Awardee, and that CPF Awardee is in compliance with applicable local, State and Federal statues, rules and regulations for the purpose of complying with this AGREEMENT.

C. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.

D. SEVERABILITY – 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.

E. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the COUNTY and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

_____
Deborah A. Conroy, DuPage County Board Chair

DATE:

_____

ATTEST:

_____
Jean Kaczmarek, County Clerk

CPF AWAREDEE: VILLAGE OF ADDISON, an Illinois Municipal Corporation

ADDRESS: 1 Friendship Plaza
Addison, Illinois 60101

BY:

_____
Richard Veenstra, Mayor

DATE:

_____

ATTEST:

_____
Signature

_____
Printed Name

_____
Title

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

File #: HS-R-0067-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.C.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF DUPAGE AND
CITY OF WHEATON

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 Complied Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, HUD has indicated the COUNTY is qualified and the appropriate staff agency to act as a Responsible Entity under 24 CFR Part 58 and to carry out and complete an Environmental Review Record (ERR) for Community Project Funding (CPF) projects on behalf of CPF Awardees; and

WHEREAS, the City of Wheaton has received a CPF award, hereinafter known as the "CPF AWARDEE"; and

WHEREAS, the CPF AWARDEE wishes to enter into an MOU with the COUNTY for the purposes of utilizing COUNTY staff to complete the required ERR; and

WHEREAS, an MOU has been prepared outlining the CPF AWARDEE's responsibilities for compliance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and obligations to the COUNTY.

NOW THEREFORE BE IT RESOLVED by the County Board that said MOU between the County of DuPage and the City of Wheaton, 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 MOU on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to MOU so long as such amendments further the completion of the project and are in accordance with regulations applicable to 24 CFR Part 58 and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the CITY OF WHEATON**,** 303 W. Wesley Street, Wheaton, Illinois 60187

Enacted and approved this 14th of November 2023 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

Community Development
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
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Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: October 13, 2023

SUBJECT: Community Project Funding Memorandum of Understanding – Environmental Review Records

---

Action Requested: The Community Development Commission staff recommends approval of a Memorandum of Understanding (MOU) between DuPage County and three Community Project Funding (CPF) Awardees; Village of Addison, Wood Dale Park District, and the City of Wheaton, to allow for completion of Environmental Review Records (ERR) under 24 CFR Part 58.

Details: HUD's Office of Community Planning and Development, Congressional Grants Division is responsible for the administration of congressionally-directed spending under the Economic Development Initiative - Community Project Funding (CPF). CPF grants are selected through a congressionally-directed application process. HUD does not facilitate the grant application process.

CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. All projects must have a completed environmental review, and where applicable, an approved Request for Release of Funds/Certification, prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. HUD's Region 5 Office of Environment and Energy has requested DuPage County act as the Responsible Entity and complete CPF ERRs under Part 58 to alleviate the burden of HUD completing the ERR under Part 50. To accommodate HUD's request, an MOU has been prepared outlining responsibilities of the County and CPF Awardee, along with reimbursement requirements to County staff for time put forth completing each ERR.

Of note, CPF has been allocated directly to each CPF Awardee and has not been appropriated to DuPage County.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF DUPAGE AND
CITY OF WHEATON

This AGREEMENT is entered into as of the 14th day of Novemer, 2023, between the COUNTY OF DUPAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the CITY OF WHEATON, an Illinois Municipal Corporation, (hereinafter called "Community Project Funding AWARDEE") having a principal place of business at 303 W. Wesley Street, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, the COUNTY, as a Responsible Entity and pursuant to 24 CFR Part 58, will complete the Environmental Review for the Community Project Funding ("CPF") Grant the CPF Awardee has applied for; and

WHEREAS, HUD has indicated the COUNTY is a qualified and appropriate staff agency to carry out the environmental review required for CPF awards to the extent required under 24 CFR part 58; and

WHEREAS, the COUNTY and the CPF Awardee enter into this Memorandum of Understanding (MOU or MEMORANDUM) 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 MEMORANDUM.

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

II. SCOPE OF THE PROJECT

A. The CPF AWARDEE shall provide the COUNTY with a full detailed project scope in accordance with 24 CFR part 58, including but not limited to all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.

B. The scope of the activities for the CPF awarded project includes:

1. Repairs and restoration to the outdoor areas surrounding the Wheaton Public Library, located at 225 N. Cross Street, Wheaton, IL 60187. Improvements include removing and replacing concrete stairs, ramp, and patio area, adding a free-standing monument sign with LED electronic messaging capabilities, cleaning and/or replacing existing limestone panels, replacing existing concrete pavers, installing poles for sound system, lighting, and tensile shade structure, as well as installation of a tensile shade structure, all along the Library's exterior.

2. CPF AWARDEE shall reimburse all costs/services associated with the DuPage County Community Services staff completing the Environmental Review process, pursuant to Section III. F. below.

III. CPF AWARDEE'S COMPLIANCE WITH THE ACT

A. The CPF Awardee shall comply and assist the COUNTY in complying with 24 CFR part 58 during the environmental review process. Failure to comply with or violate the provisions in subparagraphs (1), (2), and (3) set forth below may result in the COUNTY'S and/or DEPARTMENT'S inability to complete the Environmental Review Record (ERR). CPF Awardee shall:

1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and

2. Carry out mitigating measures identified and included in the Environmental Review Record; and

3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CPF or local funds for these program activities on a HUD assisted 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.

B. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on HUD's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

C. REPORTS: CPF Awardee shall provide the COUNTY with any and all reports necessary for the COUNTY to complete the environmental review. CPF Awardee understands and agrees that there may be certain testing/reports required under 24 CFR part 58 that the COUNTY staff is not qualified to complete. Any and all additional testing/reports identified by the COUNTY, which is necessary for the completion of the environmental review, is the responsibility of the CPF Awardee to obtain and pay for. Any and all results from additional testing/reports must be provided to the COUNTY for review and inclusion in the environmental review. The CPF Awardee must ensure any procurement requirements associated with obtaining the testing/reporting are followed. The COUNTY will not be responsible for assisting in the procurement or providing guidance related to any aspect of the CPF award. The CPF Awardee must direct all CPF related questions to the appropriate federal agency administering the grant.

D. SITE VISITS: CPF Awardee agrees and authorizes the COUNTY staff to conduct on-site visits and to conduct any other procedures or practices to ensure compliance with the provisions set forth in Paragraph A above. CPF awardee shall make the site accessible to COUNTY staff as needed to complete the environmental review.

E. TIMEFRAME: CPF awardee acknowledges and agrees that COUNTY projects will take priority over their environmental review process. As such, County does not guarantee a specific completion timeline. CPF awardee acknowledges and agrees that the environmental review process could take a year or more, depending on the demands of the COUNTY'S current projects and planning processes.

F. PAYMENT FOR SERVICES: CPF awardee acknowledges and agrees that the environmental review process is estimated to take approximately 100 hours to complete.

1. Upon completion of the ERR by County staff, the CPF Awardee shall reimburse the COUNTY for expenses incurred by the COUNTY upon the COUNTY'S submission of an invoice for services rendered. Should environmental conditions be identified prohibiting the project from moving forward, COUNTY staff will be reimbursed by the CPF Awardee for all time spent on preparation of the ERR.

2. CPF Awardee agrees that it shall be responsible for making all required payments against expenses incurred by COUNTY under this Memorandum. COUNTY shall forward an invoice for services rendered to the CPF Awardee for reimbursement of the hourly rate plus benefit rate of each COUNTY staff member's hours worked on the CPF Awardee's Environmental Review.

3. Compensation for COUNTY staff's time and reimbursement for expenses shall be paid by the CPF Awardee with the CPF funding and/or general funds available from the CPF Awardee. The County will invoice the CPF Awardee on a quarterly basis for the actual time spent on the project at the assigned employee's hourly rate, including fringe benefits.

IV. INDEMNIFICATION AND HOLD HARMLESS: CPF Awardee shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, 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 CPF Awardee, its agents or employees, in undertaking and performing the environmental review process under this Agreement.

A. In the event of any violation or breach of this Agreement by CPF Awardee, misuse or misapplication of funds derived from this Agreement by CPF Awardee, or any violation of any statutes, rules and regulations, directly or indirectly, by the CPF Awardee and/or any of its agents or representatives, then CPF Awardee, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such act or omission by CPF Awardee.

B. 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 CPF Awardee shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.

C. If the COUNTY has lost or been prevented from receiving any Federal funds as a result of any alleged violation of 24 CFR part 58, the CPF Awardee shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach.

V. MISCELLANEOUS PROVISIONS

A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. 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.

B. ATTORNEY'S OPINION - If requested, CPF Awardee 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 CPF Awardee, have been taken by CPF Awardee, and that CPF Awardee is in compliance with applicable local, State and Federal statues, rules and regulations for the purpose of complying with this AGREEMENT.

C. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.

D. SEVERABILITY – 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.

E. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the COUNTY and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy, DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek, County Clerk

CPF AWAREDEE: CITY OF WHEATON, an Illinois Municipal Corporation

ADDRESS: 303 W. Wesley Street
Wheaton, IL 60187

BY:

Philip J. Suess, Mayor

DATE:

ATTEST:

Andrea Rosedale, City Clerk

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

File #: HS-R-0068-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.D.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF DUPAGE AND
WOOD DALE PARK DISTRICT

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 Complied Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, HUD has indicated the COUNTY is qualified and the appropriate staff agency to act as a Responsible Entity under 24 CFR Part 58 and to carry out and complete an Environmental Review Record (ERR) for Community Project Funding (CPF) projects on behalf of CPF Awardees; and

WHEREAS, the Wood Dale Park District has received a CPF award, hereinafter known as the "CPF AWARDEE"; and

WHEREAS, the CPF AWARDEE wishes to enter into an MOU with the COUNTY for the purposes of utilizing COUNTY staff to complete the required ERR; and

WHEREAS, an MOU has been prepared outlining the CPF AWARDEE's responsibilities for compliance with 24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities and obligations to the COUNTY.

NOW THEREFORE BE IT RESOLVED by the County Board that said MOU between the County of DuPage and the Wood Dale Park District, 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 MOU on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to MOU so long as such amendments further the completion of the project and are in accordance with regulations applicable to 24 CFR Part 58 and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the WOOD DALE PARK DISTRICT**,** 111 E. Foster Ave, Wood Dale Illinois 60191.

Enacted and approved this 14th of November, 2023 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

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

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: October 13, 2023

SUBJECT: Community Project Funding Memorandum of Understanding – Environmental Review Records

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Action Requested: The Community Development Commission staff recommends approval of a Memorandum of Understanding (MOU) between DuPage County and three Community Project Funding (CPF) Awardees; Village of Addison, Wood Dale Park District, and the City of Wheaton, to allow for completion of Environmental Review Records (ERR) under 24 CFR Part 58.

Details: HUD's Office of Community Planning and Development, Congressional Grants Division is responsible for the administration of congressionally-directed spending under the Economic Development Initiative - Community Project Funding (CPF). CPF grants are selected through a congressionally-directed application process. HUD does not facilitate the grant application process.

CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. All projects must have a completed environmental review, and where applicable, an approved Request for Release of Funds/Certification, prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. HUD's Region 5 Office of Environment and Energy has requested DuPage County act as the Responsible Entity and complete CPF ERRs under Part 58 to alleviate the burden of HUD completing the ERR under Part 50. To accommodate HUD's request, an MOU has been prepared outlining responsibilities of the County and CPF Awardee, along with reimbursement requirements to County staff for time put forth completing each ERR.

Of note, CPF has been allocated directly to each CPF Awardee and has not been appropriated to DuPage County.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF DUPAGE AND
WOOD DALE PARK DISTRICT

This AGREEMENT is entered into as of the 14th day of November, 2023, between the COUNTY OF DUPAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the WOOD DALE PARK DISTRICT, an Illinois Municipal Corporation, (hereinafter called "Community Project Funding AWARDEE" or "CPF AWARDEE") having a principal place of business at 111 E. Foster Ave, Wood Dale Illinois 60191.

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", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, the COUNTY, as a Responsible Entity and pursuant to 24 CFR Part 58, will complete the Environmental Review for the Community Project Funding ("CPF") Grant the CPF Awardee has applied for; and

WHEREAS, HUD has indicated the COUNTY is a qualified and appropriate staff agency to carry out the environmental review required for CPF awards to the extent required under 24 CFR part 58; and

WHEREAS, the COUNTY and the CPF Awardee enter into this Memorandum of Understanding (MOU or MEMORANDUM) 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 MEMORANDUM.

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

II. SCOPE OF THE PROJECT

A. The CPF AWARDEE shall provide the COUNTY with a full detailed project scope in accordance with 24 CFR part 58, including but not limited to all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions.

B. The scope of the activities for the CPF awarded project includes:

1. Phase 2 development of Central Park, located at the corner of North Central Avenue and Elmhurst Street in Wood Dale, IL 60191. Improvements will include demolition, site grading and excavation, site drainage, site concrete and curbs, play equipment and surfacing, bike rack, benches, fencing, shade shelter, fitness stations, turf restoration, and landscaping.

2. CPF AWARDEE shall reimburse all costs/services associated with the DuPage County Community Services staff completing the Environmental Review process, pursuant to Section III. F. below.

III. CPF AWARDEE'S COMPLIANCE WITH THE ACT

A. The CPF Awardee shall comply and assist the COUNTY in complying with 24 CFR part 58 during the environmental review process. Failure to comply with or violate the provisions in subparagraphs (1), (2), and (3) set forth below may result in the COUNTY'S and/or DEPARTMENT'S inability to complete the Environmental Review Record (ERR). CPF Awardee shall:

1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and

2. Carry out mitigating measures identified and included in the Environmental Review Record; and

3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CPF or local funds for these program activities on a HUD assisted 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.

B. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on HUD's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

C. REPORTS: CPF Awardee shall provide the COUNTY with any and all reports necessary for the COUNTY to complete the environmental review. CPF Awardee understands and agrees that there may be certain testing/reports required under 24 CFR part 58 that the COUNTY staff is not qualified to complete. Any and all additional testing/reports identified by the COUNTY, which is necessary for the completion of the environmental review, is the responsibility of the CPF Awardee to obtain and pay for. Any and all results from additional testing/reports must be provided to the COUNTY for review and inclusion in the environmental review. The CPF Awardee must ensure any procurement requirements associated with obtaining the testing/reporting are followed. The COUNTY will not be responsible for assisting in the procurement or providing guidance related to any aspect of the CPF award. The CPF Awardee must direct all CPF related questions to the appropriate federal agency administering the grant.

D. SITE VISITS: CPF Awardee agrees and authorizes the COUNTY staff to conduct on-site visits and to conduct any other procedures or practices to ensure compliance with the provisions set forth in Paragraph A above. CPF awardee shall make the site accessible to COUNTY staff as needed to complete the environmental review.

E. TIMEFRAME: CPF awardee acknowledges and agrees that COUNTY projects will take priority over their environmental review process. As such, County does not guarantee a specific completion timeline. CPF awardee acknowledges and agrees that the environmental review process could take a year or more, depending on the demands of the COUNTY'S current projects and planning processes.

F. PAYMENT FOR SERVICES: CPF awardee acknowledges and agrees that the environmental review process is estimated to take approximately 100 hours to complete.

1. Upon completion of the ERR by County staff, the CPF Awardee shall reimburse the COUNTY for expenses incurred by the COUNTY upon the COUNTY'S submission of an invoice for services rendered. Should environmental conditions be identified prohibiting the project from moving forward, COUNTY staff will be reimbursed by the CPF Awardee for all time spent on preparation of the ERR.

2. CPF Awardee agrees that it shall be responsible for making all required payments against expenses incurred by COUNTY under this Memorandum. COUNTY shall

forward an invoice for services rendered to the CPF Awardee for reimbursement of the hourly rate plus benefit rate of each COUNTY staff member's hours worked on the CPF Awardee's Environmental Review.

3. Compensation for COUNTY staff's time and reimbursement for expenses shall be paid by the CPF Awardee with the CPF funding and/or general funds available from the CPF Awardee. The County will invoice the CPF Awardee on a quarterly basis for the actual time spent on the project at the assigned employee's hourly rate, including fringe benefits.

IV. INDEMNIFICATION AND HOLD HARMLESS: CPF Awardee shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, 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 CPF Awardee, its agents or employees, in undertaking and performing the environmental review process under this Agreement.

A. In the event of any violation or breach of this Agreement by CPF Awardee, misuse or misapplication of funds derived from this Agreement by CPF Awardee, or any violation of any statutes, rules and regulations, directly or indirectly, by the CPF Awardee and/or any of its agents or representatives, then CPF Awardee, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such act or omission by CPF Awardee.

B. 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 CPF Awardee shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.

C. If the COUNTY has lost or been prevented from receiving any Federal funds as a result of any alleged violation of 24 CFR part 58, the CPF Awardee shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach.

V. MISCELLANEOUS PROVISIONS

A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. 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.

B. ATTORNEY'S OPINION - If requested, CPF Awardee 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 CPF Awardee, have been taken by CPF Awardee, and that CPF Awardee is in compliance with applicable local, State and Federal statues, rules and regulations for the purpose of complying with this AGREEMENT.

C. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.

D. SEVERABILITY – 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.

E. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the COUNTY and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy, DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek, County Clerk

CPF AWAREDEE: Wood Dale Park District, an Illinois Municipal Corporation

ADDRESS: 111 East Foster Avenue
Wood Dale, IL 60191

BY:

Dorothy Lange, Board President

DATE:

ATTEST:

Jon Marquardt, Executive Director

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

File #: HS-P-0081-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.E.

AWARDING RESOLUTION
ISSUED TO HEALTHY AIR HEATING & AIR, INC.
TO PROVIDE FURNACE REPAIR OR REPLACEMENT
LABOR AND MATERIALS FOR THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
(LIHEAP)
(CONTRACT TOTAL AMOUNT: $206,008.00)

WHEREAS, a quote has been received and processed 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 Healthy Air Heating & Air, Inc., to service, repair or replace, to include labor and materials for inoperable or red-tagged furnaces for Community Services, for the period November 1, 2023 through June 30, 2024 under the FY23 LIHEAP Furnace Voucher Program.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair or replacement, labor and materials for inoperable or red-tagged furnaces, for the period November 1, 2023 through June 30, 2024, for Community Services, under the FY23 LIHEAP Furnace Voucher Program be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Healthy Air Heating & Air, Inc., Attn: Piotr Blaszczyk, 124 N. Bloomingdale Road, Bloomingdale, Illinois 60108, for a contract total not to exceed $206,008.00.

Enacted and approved this 14th of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 23-124-WEX	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $206,008.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: $206,008.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Healthy Air Heating & Air, Inc.	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Robert Palos
VENDOR CONTACT: PIOTR BLASZCZYK	VENDOR CONTACT PHONE: (630)-980-4575	DEPT CONTACT PHONE #: 6425	DEPT CONTACT EMAIL: robert.palos@dupagecounty.gov
VENDOR CONTACT EMAIL: healthyairheatingandair@gmail.com	VENDOR WEBSITE: heatingcoolingrepairchicago.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Healthy Air Heating & Air, Inc. will be servicing or if unable to effectively repair, replacing, inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County via LIHEAP grant funds. Procured via competitive request for qualification.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This is necessary because as the weather gets colder, low-income DuPage County residents may be unable to afford repair/replacing their inoperable furnace which can be life threatening. The objective is to resolve no-heat crisis situations for DuPage County low-income homeowners.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Vendor selected via request for qualification # 23-124-WEX. Healthy Air Heating & Air, Inc. has worked with DuPage County for 5 years, specifically with our Weatherization program.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Healthy Air Heating & Air, Inc. has worked with DuPage County's Weatherization for 5 years and Cook County's Weatherization for 10 years. 1.) Fund this vendor to resolve no-heat crisis situations faced by low-income LIHEAP approved homeowners who have a preexisting furnace that is nonfunctional or red-tagged by their utility company. 2.) If not funded there will be low-income homeowners with nonfunctional furnaces struggling to find heat as temperatures drop throughout the winter months.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Healthy Air Heating and Air, Inc.	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Piotr Blaszczyk	Email: healthyairheatingandair@gmail.com	Attn: Robert Palos	Email: robert.palos@dupagecounty.gov
Address: 124 N Bloomingdale Rd	City: Bloomingdale	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60108	State: IL	Zip: 60187
Phone: (630) 980-4575	Fax:	Phone: 6425	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): November 01, 2023	Contract End Date (PO25): June 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	LIHEAP Furnace Voucher Program	Service or replace furnaces for low-income qualified homeowners under the LIHEAP Grant Program	FY23	5000	1420	53090	23-274028	206,008.00	206,008.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 206,008.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	DUPAGE COUNTY
ADDRESS:	421 N COUNTY FARM RD
	WHEATON, IL 60187
CONTACT PERSON:	DAVID WATKINS
TELEPHONE NUMBER:	630-407-6469

COMPANY NAME:	C.E D.A
ADDRESS:	567 WEAT LAKE ST SUITE 1200 CHICAGO, IL 60661
CONTACT PERSON:	JAMES THOMAS
TELEPHONE NUMBER:	312-995-2023

COMPANY NAME:	DEL MAR BUILDERS
ADDRESS:	905 W 175 ST SUITE 2SW HOMEWOOD, IL 60430
CONTACT PERSON:	RYAN DEYOUNG
TELEPHONE NUMBER:	708-774-1711

Type text here

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

AGREEMENT OF INTENT

I, PIOTR BLASZCZYK (contractor) am submitting my firm to be considered for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County.

I, PIOTR BLASZCZYK (contractor) acknowledge my firm upon notice of award for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County will use the contracts provided in this Request for Qualification ("RFQu").

Signature on File

10/25/23

Contractor Date

ETHICS STATEMENT / AGREEMENT

Prior to the approval of any purchase, it will be the responsibility of the program director to determine if:

1. The expenditure is budgeted.
2. The funds are available for expenditure.
3. The expenditure is allowable under the grant.
4. The expenditure is necessary to the program.

DuPage County Community Services (DCCS) funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is received for such goods and/or services. Goods and services purchases with DCCS funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by agency employees or board members is not allowed under any circumstances. All purchased items are to be received by authorized employees who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the Program Director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

I have read the above statement, agree with the statement, and will abide by the guidelines set forth with this statement for the duration of my contract/employment with DuPage County Department of Community LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

10/25/23

Contractor's Signature | Date

PIOTR BLASZCZYK

Print Name

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

INDEMNITY CLAUSE AGREEMENT

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

Healthy Air Heating & Air, Inc. 10/25/23

Name of Company Date

Signature on File

10/25/23

Contractor Signature Date

Energy Coordinator Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

SAFETY DATA SHEETS

All vendors, contractors, and/or suppliers must present Safety Data Sheets (SDS) in the printed format of their choice. Each form should include the following minimum information:

- Name and/or product number.
- Name and address of manufacturer.
- Description of hazardous material contained in the product.
- Effects of the hazardous material.
- Telephone number of manufacturer where additional information can be obtained.

SDS are required for any materials containing potentially hazardous substances. All labor vendors, suppliers, and/or contractor must provide SDS to their work crew employees and to DuPage County Department of Community Development. Upon Contract Award, labor vendors, suppliers, and/or contracts must also assure DuPage County Community Development, in writing, that their work crew employees have received the SDS.

I, PIOTR BLASZCZYK (print name) agree to guidelines/stipulations and agree to provide said SDS to DuPage County Department of Community Services LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

10/25/23

Contractors' Signature Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

AGREEMENT TO WORK FOR BID PRICES

I, PIOTR BLASZCZYK (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services LIHEAP FURNACE VOUCHER PROGRAM and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

Energy Coordinator, DCCSWP — Date

Signature on File

10/25/23

Contractor — Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

UNACCEPTABLE WORK STATEMENT

Work deemed unacceptable by the final inspector will affect job payment. Contractor understands that payment for work is dependent on whether the work order successfully passes final inspection and that a call-back work order is placed in a pending payment status. No work order will be partially paid for until all work has passed final inspection.

Signature on File

10/25/23

Signature

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES STATEMENT

Minority, Small Business, and Women-Owned Businesses will be given references for purchases whenever possible. Information will be made available to these firms to encourage their participation in agency's functions. When contractor for goods and services, preference will be given to contractors who subcontract with small business, minority-owned firms, and women-owned business enterprises.

Signature on File

10/25/23

Signature Date

EMERGENCY CONTACT INFORMATION:

EMERGENCY CONTACT INFORMATION	
NAME	PIOTR BLASZCZYK
CONTACT	PRESIDENT
ADDRESS	124 N Bloomingdale Rd
CITY ST ZIP	Bloomingdale, IL 60108
EMERGENCY PHONE NO.	630-927-2211
EMAIL	healthyairheatingandair@gmail.com

HEALTHYAIR
Heating and Air, Inc.
Energy and Weatherization Experts

COVER LETTER

DuPage LIHEAP

I appreciate the opportunity to submit our bid for the 2024 DuPage Liheap Program to you.

I am excited at the prospect of working with the DuPage LIHEAP program to assist so many homeowners in the DuPage community for Emergency Heating Services saving them energy costs.

We have had what I feel is a long and successful working relationship with DuPage County services for many years providing exactly the services offered in this bid. We have and will always strive for 100% customer satisfaction going over and beyond for the customer from customer service, the work and any follow up. We attempt to be available, responsive and responsible for all aspects of what this bid requires of us.

We are always open to suggestions on how we can do better from any office paperwork, scheduling, work aspects or anything to make a better or smoother working relationship.

I thank you for your time and consideration of Healthy Air Heating and Air, Inc. for BID#23-124-WEX.

Respectfully,

Piotr Blaszczyk

Signature on File

President Healthy Air Heating & Air, Inc.

124 N Bloomingdale Rd Bloomingdale, IL 60108 P: 630-980-4575 F: 630-980-5577 E: healthyairheatingandair@gmail.com

HEALTHYAIR
Heating and Air, Inc.
Energy and Weatherization Experts

FIRM QUALIFICATIONS

A) To summarize our firms qualifications would include:

1) All employee's knowledgeable in weatherization work, practices, procedures to complete the work

2) Office centrally located in DuPage county to respond to all areas quickly, with warehouse/storage space designed to house materials and equipment for Weatherization services. We have at least 4-7 employee's dedicated to Weatherization work so we can run multiple jobs simultaneously to complete work in a timely manner.

B) We have myself the owner whom oversees every job and a very experienced lead tech on all jobs at all times to ensure all work items are completed properly according to IHWAP standards.

C) What differentiates our company from any others would be our vast years of experience working Weatherization programs for DuPage and Cook Counties and being able to adapt on the fly with new product and procedures they have implemented over the years to enhance the homeowners energy efficiency. I would say we are one of the premier if not the premier company for Weatherization work in the entire Chicagoland area. Based on our employees, office staff, financial stability, responsiveness, communication, full transparency and leadership.

D) Relevant experience would include DuPage Weatherization work for the past 5 of 6 years, Cook County Weatherization work for 10 years, never failing to complete a contract or jobs assigned in the timeframe allotted.

E) **(SEE ATTACHED)** Company documentation to include: IL Corporation in Good Standing, Tax ID, Certifications, Village registrations, etc.

F) References:

1) DuPage County MECH/LIHEAP/Weatherization: David Watkins Weatherization Program Coordinator - 630-407-6469 David.Watkins@dupageco.org

2) Cook County LIHEAP/Weatherization: Brad Wiesneth LIHEAP Program Coordinator - 312-448-1479 bwiesneth@cedaorg.net

3) DuPage County MECH/LIHEAP/Weatherization: Estefania Fabris Weatherization Staff- 630-407-6469 Estefania.Fabris@dupageco.org

4) BMO Harris Bank: Personal Banking 191 E Lake St Bloomingdale, IL 690108 - 630-980-8700

5) Munch Supply: Accounting 1301 Ferraro Dr New Lenox, IL 60451 - 815-723-1111

6) NuComfort Supply: Jim Hochschild 630-534-4900 500 Windy Point Dt Glendale Heights, IL 60139

Respectfully,

Piotr Blaszczyk

President Healthy Air Heating & Air, Inc.

124 N Bloomingdale Rd Bloomingdale, IL 60108 P: 630-980-4575 F: 630-980-5577 E: healthyairheatingandair@gmail.com

HEALTHYAIR
Heating and Air, Inc.
Energy and Weatherization Experts

KEY QUALIFICATIONS

Healthy Air Heating & Air, Inc has a proven background in Weatherization services for 10+years and key personal with extensive experience to satisfy all scope of work assigned by DuPage County for the Weatherization Program.

Our team includes:

1) Piotr Blaszczyk 21 years experience - President and active person in all aspects of Weatherization assignments
2) Anna Blaszczyk 21 years experience- Treasurer: Payroll, billing, invoicing, accounts payable & receivable, time cards, banking
3) Richard Kuhn 21 years experience - Office Manager: Work orders, paperwork, village registrations, association processing, scheduling, re-work, invoicing, customer service.
4) Ryszard Litwin 20 years experience - Lead technician/foreman: Weatherization standard practices, insulation, foam, electrical, plumbing, ASHRAE fans, general construction, windows, doors
5) Pawel Lukacz 20 years experience - Weatherization technician: Weatherization standard practices, insulation, foam, minor electrical, minor plumbing, tile, ASHRAE fans, general construction, windows, doors
6) Ricardo Roa 5 years experience - Weatherization technician: Weatherization standard practices, insulation, foam, minor electrical, ASHRAE fans, general construction, windows, doors

Healthy Air Heating & Air Inc, is a family owned and operated company with all officers and employees in communication daily with each other on jobs on hand, in progress and completed for smooth transferring of information from start to finish of all work assigned. Every person plays a key role to the overall success of the customer satisfaction on every job and we are always striving to improve in all areas and personal to achieve the greatest satisfaction for the program we are working on.

We hold monthly training on a variety of items as new requirements arise and review existing practices so we all stay sharp to achieve the goal.

One point we pride ourself on is any customer complaint is taken seriously and immediate action is taken to resolve even the smallest complaint at any time in the warranty period. We feel we go above and beyond what is expected in this area as we are always trying to make our program employer look good to the customer at all times.

Our vehicles are professional grade, lettered with company information, all employees wear company clothing and we provide all necessary PPE for employees always trying to keep them and the customers safe at all times.

Respectfully,

Piotr Blaszczyk

President Healthy Air Heating & Air, Inc.

124 N Bloomingdale Rd Bloomingdale, IL 60108 P: 630-980-4575 F: 630-980-5577 E: healthyairheatingandair@gmail.com

HEALTHYAIR
Heating and Air, Inc.
Energy and Weatherization Experts

PROJECT UNDERSTANDING

Healthy Air Heating & Air, Inc has great interest in working with DuPage County Weatherization Program to continue helping those who qualify for the program to make their homes better and more energy efficient. We have devoted over a decade our of company time, resources, training, lives to the Weatherization program for DuPage & Cook County combined and if this is a small way we can make our community better we could not be prouder to do so.

We have set up internal custom systems for scheduling, invoicing, templates, communication lists, vendors, space to accommodate providing Weatherization services and feel we are in the best position to fulfill any size contract we can be awarded to do. We have been able to coordinate seamlessly with DuPage & Cook Counties our scheduling of jobs, in progress and completion with our Grand List Spreadsheet and email communications with director, assessors, inspectors and staff. Making sure we are all on the same page working together to meet the clients goal is of top priority at all times.

A) Our ongoing management is working directly each day with all persons involved in the Weatherization program to stay on schedule, schedule new work, take care of any call backs, and stay on top of any new training or procedures that employees need to know to do their jobs in the best way possible.

B) Our performance metrics has met all awarded contracts in full every year and have even gone over and beyond to pick up other contractors jobs that had fallen behind. We have been and will always be able to adapt to the ups and jobs of program job flow as to stay on track to completion. The better we are informed of whats coming the better we can be prepared to meet the goal in the desired time frame, I will say the only (X) factor is association approvals can be tricky and sometimes lengthy but even there I feel we have a great system to gain association approval faster than most any company out there.

C) Incident Report: (SEE ATTACHED SAMPLE INCIDENT REPORT FORM)

D) Incident Process Procedure:

1) Immediately make an incident report internally with any and all parties involved

2) Submit report to owner of Healthy Air Heating & Air, Inc.

3) Inform DuPage County of the nature of the incident and potential issues from the incident and inform them if this will handled internally or will require additional outside assistance from the proper services.

4) All parties will be keep abreast of all reviews and actions taken to resolve the incident until its conclusion.

Respectfully,

Piotr Blaszczyk

President Healthy Air Heating & Air, Inc.

124 N Bloomingdale Rd Bloomingdale, IL 60108 P: 630-980-4575 F: 630-980-5577 E: healthyairheatingandair@gmail.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kaiser /North Shore Insurance
1400 Sunset Ave Ste #1
Waukegan, Illinois 60087
Phone: (847)623-0300
Fax: (847)623-0988

CONTACT NAME: Joanne Gray
PHONE (A/C, No, Ext): (847)367-1400
FAX (A/C, No):
E-MAIL ADDRESS: joanne@itonge.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty Company Of America	25674
INSURER B:	Acuity, A Mutual Insurance Company	14184
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
HEALTHY AIR HEATING & AIR INC
124 N Bloomingdale Road
BLOOMINGDALE, IL 60108

COVERAGES CERTIFICATE NUMBER: 2854 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC OTHER:	✓	Y	BIP-004W902144	3/20/2023	3/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ✓ HIRED AUTOS ONLY SCHEDULED AUTOS ✓ NON-OWNED AUTOS ONLY		Y	BA-004W902899	3/20/2023	3/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $		Y	ZC4484	3/20/2023	3/20/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-004W702889	3/20/2023	3/20/2024	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE COUNTY OF DUPAGE IS ADDITIONAL INSURED ON A PRIMARY AND NON CONTRIBUTORY BASIS WITH A WAIER OF SUBROGATION
WORK COMP WAIVER WC000313
GENERAL LIABILITY PRIMARY CB-1488
GENERAL LIABILITY WAIVER CB7457

CERTIFICATE HOLDER

Holder's Nature of Interest: Additional Insured

DUPAGE COUNTY

BUILDING & ZONING DEPARTMENT
421 N. COUNTY FARM ROAD
WHEATON, IL 60187

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Signature on File

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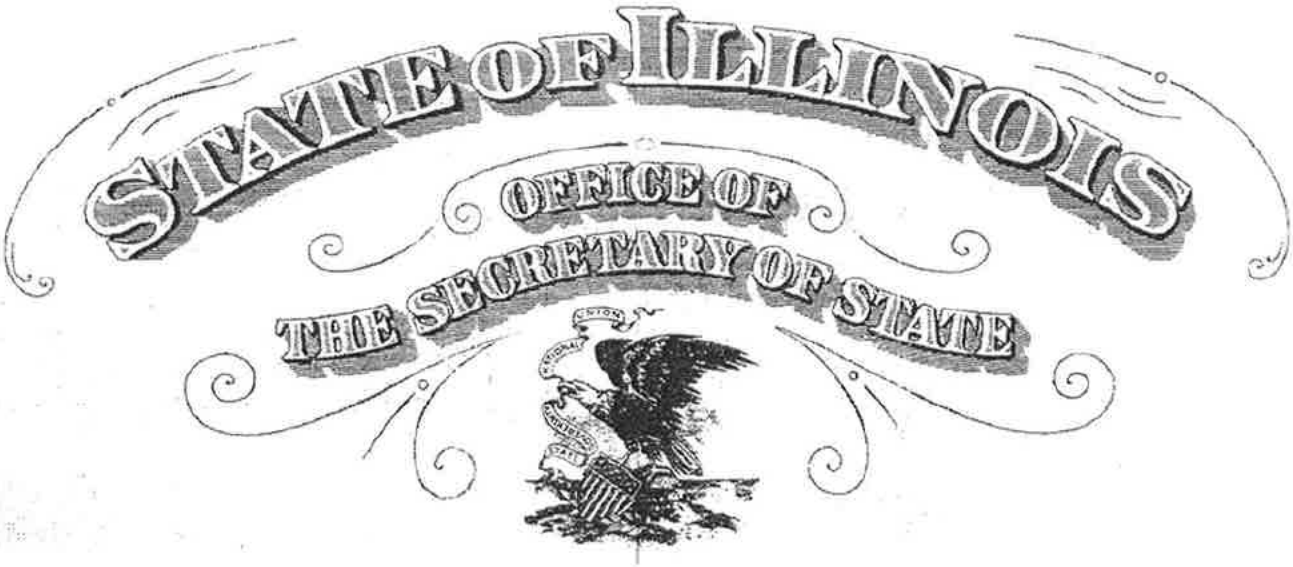
File Number 6092-893-2



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, *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*

HEALTHY AIR HEATING & AIR, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 03, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS 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* 12TH *day of* APRIL *A.D.* 2023 .

Authentication #: 2310202672 verifiable until 04/12/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

EE Installer Recertification Report: To be submitted annually by June 1

ORIGINAL

OFFICIAL FILE

2023 EE Installer Annual Recertification under 83 IL Adm. Code 462

ILLINOIS COMMERCE COMMISSION

Section 462.70(a):

1. Please provide the name of the company/entity as it appears in the most recent Commission order granting the certificate to install energy efficiency measures.

Company Name[1]: Healthy Air Heating & Air, Inc.

ICC Docket # for certification[1] 18-0489

REC'D

MAR 0 6 2023

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Section 462.70(c)(4):

2. Please provide the name, telephone number, email address and mailing address of at least one person designated by the certificate holder to address questions pertaining to the Recertification Report.

Name: Piotr Blaszczyk

Mailing Address: 124 N Bloomingdale Rd Bloomingdale, IL 60108

Telephone Number: 630-980-4575

Email Address: healthyairheatingandair@gmail.com

Section 462.70(c)(3):

3. Please provide the total number of residential electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022

"see confidential version"

4. Please provide the total number of commercial electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022

"see confidential version"

[1] If you are unsure, you can search for the name and docket number at https://www.icc.illinois.gov/utility/default.aspx?ats=28 The docket number is 2 digits followed by a dash followed by four digits. The first two digits correspond to the year your application was received.

EE Installer Recertification Report: To be submitted annually by June 1

Section 462.70(c)(1) and (2):

Certificate Holder, Healthy Air Heating & Air, Inc. continues to maintain the required qualifications for the service authority granted in its certificate.

Certificate Holder Healthy Air Heating & Air, Inc. , continues to comply with the requirements set forth in Illinois Adm. Code Part 462 and Sections 16-128(a) and 16-128B of the Public Utilities Act.

I certify that all the information provided in this annual report is true, correct, and complete to the best of my knowledge, information, and belief.

Signature on File

Signature

Piotr Blaszczyk
Name

President
Position Held

630-927-2211
Contact Phone #

If a notarized signature is required and obtaining such notarization is not possible, please note that under Section 200.130 as amended 6/17/19, verification by certification under Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, is authorized for Commission documents in lieu of swearing before a notary. The following language is used to verify by certification:

> Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Signature on File

[signature]

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10-25-2023

Bid/Contract/PO #: 23-124-WEX

Company Name: Healthy Air Heating & Air, Inc.	Company Contact: PIOTR BLASZCZYK
Contact Phone: 630-980-4575	Contact Email: healthyairheatingandair@gmail.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☑ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name PIOTR BLASZCZYK

Title PRESIDENT

Date 10/25/23

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: HS-P-0082-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.F.

AWARDING RESOLUTION
ISSUED TO NORTEK ENVIRONMENTAL, INC.
TO PROVIDE FURNACE REPAIR OR REPLACEMENT
LABOR AND MATERIALS FOR THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
(LIHEAP)
(CONTRACT TOTAL AMOUNT: $206,008.00)

WHEREAS, a quote has been received and processed 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 Nortek, Environmental Inc., to service, repair, or replace, to include labor and materials for inoperable or red-tagged furnaces for Community Services, for the period November 1, 2023 through June 30, 2024 under the FY23 LIHEAP Furnace Voucher Program.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide service, repair or replacement, labor and materials for inoperable or red-tagged furnaces, for the period November 1, 2023 through June 30, 2024, for Community Services, under the FY23 LIHEAP Furnace Voucher Program be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Nortek Environmental, Inc. Attn: Lisa Latimer, 600 Industrial Drive, Unit 102, Naperville, IL 60563, for a contract total not to exceed $206,008.00.

Enacted and approved this 14th of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 23-124-WEX	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $206,008.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: $206,008.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Healthy Air Heating & Air, Inc.	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Robert Palos
VENDOR CONTACT: PIOTR BLASZCZYK	VENDOR CONTACT PHONE: (630)-980-4575	DEPT CONTACT PHONE #: 6425	DEPT CONTACT EMAIL: robert.palos@dupagecounty.gov
VENDOR CONTACT EMAIL: healthyairheatingandair@gmail.com	VENDOR WEBSITE: heatingcoolingrepairchicago.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Healthy Air Heating & Air, Inc. will be servicing or if unable to effectively repair, replacing, inoperable or red-tagged furnaces for low-income qualified homeowners within DuPage County via LIHEAP grant funds. Procured via competitive request for qualification.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This is necessary because as the weather gets colder, low-income DuPage County residents may be unable to afford repair/replacing their inoperable furnace which can be life threatening. The objective is to resolve no-heat crisis situations for DuPage County low-income homeowners.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Vendor selected via request for qualification # 23-124-WEX. Healthy Air Heating & Air, Inc. has worked with DuPage County for 5 years, specifically with our Weatherization program.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Healthy Air Heating & Air, Inc. has worked with DuPage County's Weatherization for 5 years and Cook County's Weatherization for 10 years. 1.) Fund this vendor to resolve no-heat crisis situations faced by low-income LIHEAP approved homeowners who have a preexisting furnace that is nonfunctional or red-tagged by their utility company. 2.) If not funded there will be low-income homeowners with nonfunctional furnaces struggling to find heat as temperatures drop throughout the winter months.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Healthy Air Heating and Air, Inc.	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Piotr Blaszczyk	Email: healthyairheatingandair@gmail.com	Attn: Robert Palos	Email: robert.palos@dupagecounty.gov
Address: 124 N Bloomingdale Rd	City: Bloomingdale	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60108	State: IL	Zip: 60187
Phone: (630) 980-4575	Fax:	Phone: 6425	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): November 01, 2023	Contract End Date (PO25): June 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	LIHEAP Furnace Voucher Program	Service or replace furnaces for low-income qualified homeowners under the LIHEAP Grant Program	FY23	5000	1420	53090	23-274028	206,008.00	206,008.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 206,008.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

NORTEK
ENVIRONMENTAL, INC.

October 24, 2023

Mr. David Watkins
DuPage County- Community Services
421 N. County Farm Road
Wheaton, IL 60187

Dear Mr. David Watkins,

Allow me to introduce myself and our company. My name is Lisa Latimer and I am the President of Nortek Environmental, Inc. We are a woman-owned corporation and have been located in Naperville, Illinois since our incorporation in 2002.

My firm and I are honored to have the consideration and submittal of 23-124-WEX and be a part of the upcoming program year for the DuPage County LIHEAP Furnace Voucher Program. We acknowledge receipt of all the addendums with this letter.

Nortek Environmental, Inc. has multiple years of experience working with various Weatherization programs across the Chicago suburban area, including previously working with the DuPage County program.

We appreciate your time in reviewing our bid and look forward to the prospect of working together in the near future.

Sincerely,

Signature on File

Lisa Latimer
President

Submittal Requirements

2. **FIRM QUALIFICATIONS**

a) Nortek Environmental Inc. is located at 600 Industrial Drive, Unit 102, Naperville, IL 60563.
Nortek has been doing business in Naperville since 2001 and we have operated from this location since 2012. We are a full-service HVAC company specializing in service and installation of furnaces, air conditioners, boilers, high velocity systems, ductless systems, indoor air quality and ductwork. We are a TRANE Comfort Specialist, and all technicians maintain a minimum of 40 hours of training per year. Our technicians are EPA Certified. and covered under workers compensation insurance.

b) Nortek Environmental Inc. employs a Field Supervisor that has over 44 years of experience. This Field Supervisor provides support to all installers and service technicians and oversees all projects.

c) Nortek Environmental Inc. is woman owned and family operated since 2001. We are a member of the WBENC, BBB, and Naperville Chamber of Commerce. Nortek maintains a 4.9-star rating on Google with over 274 reviews.

d) Nortek Environmental Inc. has participated in several Weatherization contracts throughout the years since 2008. The counties we have serviced are DuPage, Cook, Kane, Kendall, DeKalb, Will, and Kankakee.

e) Please see State of Illinois Corporation Search in good standing enclosed.

f) Please see references included in this packet (page 30 of 51)

3. **KEY QUALIFICATIONS**

a) The following names are the point of contact along with description of capabilities:

Lisa Latimer-Owner/President oversees contract pricing, correspondence, payroll, and client communication and equipment sourcing. 22 years of experience, 22 years with the firm and over 55 accounts assigned.

Justin Adkins-Vice President/Office Manager oversees permit issuance, client communication and scheduling, invoicing, and scheduling. 19 years of experience, 19 years with the firm and over 6326 clients assisted over the years.

Ron Latimer-Field Supervisor provides support to all installers and service technicians and oversees all projects. 44 Years of experience, 21 years with the firm and over 6326 clients assisted over the years.

b) Officers' areas of expertise:

Lisa Latimer-President: customer communication, financials, pricing, inventory, payroll, hiring, and equipment sourcing.

Justin Adkins-Vice President: customer communication, permit processing, advertising, Accounts Payable, Accounts Receivable and scheduling.

c) Communication skills:

All employees at Nortek Environmental, Inc. believe in transparent communications with Weatherization program staff members, program guidelines and clients. Employees are expected to be always polite and courteous. All employees are to respect a client's home and their property.

4. **PROJECT UNDERSTANDING**

a) The ongoing management of our services includes:

Contact client for assessment

Perform assessment and completion of measurement sheet and necessary items to repair/replacement equipment.

Perform Manual J if applicable and submit a change order for any additional findings.

Apply for any applicable permits.

Client contacted for return visit for repair or replacement and scheduled accordingly.

After the job is completed all necessary documents and invoice is submitted for payment.

b) All standard installations are typically completed within 1 business day. Some jobs, however, go beyond the scope of a standard installation/job and may require additional time to complete. In these instances, we would notify the agency whenever applicable.

In addition, Nortek performs a Testo Report on all completed jobs to ensure that the heating system is operating within the required range of operation.

c) Nortek adheres to any required format of the individual agency for incident reports and will file them accordingly. Nortek will begin writing incident reports as soon as a documentable instance arises, documenting all necessary information applicable. This includes the names of all parties involved, times of events, and specific details of the report to ensure that as much information as possible is accounted for. For example, an incident report may read as this:

Sample Report

"On November 4th, 2023, Lisa Latimer from Nortek Environmental, Inc. received a call from client John Smith from 123 Main Street, Naperville, IL stating that his heat was non-operational, and he was very upset over the phone, stating "This is wrong, this equipment was just installed and should work correctly. You installed a lemon in my home". Lisa L. de-escalated the conversation with John S., stating "I understand your frustration. Please allow us to return to your home and address the matter." Lisa L. advised John S. that Nortek was available to return to John S.'s property between the hours of 1 PM and 4 PM on November 4th, 2023. Upon arrival on the same day at John S.'s property at 2:35 PM, technician Michael Hughes entered property and determined that John S. had set the thermostat incorrectly, resulting in the Air Conditioner turning on instead of the Furnace. Michael H. set the thermostat to the correct setting and cycled furnace 3 times before leaving property at 3:31 PM."

d) Nortek will always attempt to solve an issue with a client initially, before contacting the County Weatherization program. Nortek's first step is always to have Lisa intervene and allow the client to express their concerns directly to herself when all other office staff resources have been exhausted. If the client is still unsatisfied, Lisa will then reach out directly to the assigned assessor for the client and discuss the issue and resolution.

EE Installer Recertification Report: To be submitted annually by June 1

2023 EE Installer Annual Recertification under 83 IL Adm. Code 462

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

ORIGINAL

Section 462.70(a):

1. Please provide the name of the company/entity as it appears in the most recent Commission order granting the certificate to install energy efficiency measures.

   Company Name[1]: Nortek Environmental, Inc.

   ICC Docket # for certification[1] 18-0010

Section 462.70(c)(4):

2. Please provide the name, telephone number, email address and mailing address of at least one person designated by the certificate holder to address questions pertaining to the Recertification Report.

   Name: Nortek Environmental, Inc.

   Mailing Address: 600 Industrial Drive, Unit #102
   Naperville, IL 60563

   Telephone Number: 630-548-1500

   Email Address: sales@nortekenvironmental.com

RECEIVED
FEB 21 2023
ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Section 462.70(c)(3):

3. Please provide the total number of residential electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022.

   _____62_____

4. Please provide the total number of commercial electric energy efficiency measures (regardless of utility rebate or incentive value) installed in calendar year 2022.

   _____3_____

[1] If you are unsure, you can search for the name and docket number at https://www.icc.illinois.gov/utility/default.aspx?ats=28. The docket number is 2 digits followed by a dash followed by four digits. The first two digits correspond to the year your application was received.

EE Installer Recertification Report: To be submitted annually by June 1

Section 462.70(c)(1) and (2):

Certificate Holder,[Nortek Environmental, Inc.], continues to maintain the required qualifications for the service authority granted in its certificate.

Certificate Holder,[Nortek Environmental, Inc.], continues to comply with the requirements set forth in Illinois Adm. Code Part 462 and Sections 16-128(a) and 16-128B of the Public Utilities Act.

I certify that all the information provided in this annual report is true, correct, and complete to the best of my knowledge, information, and belief.

Signature on File

Signature

Justin Adkins
Name

Vice President
Position Held

630-548-1500
Contact Phone #

Subscribed and sworn before me

This 15 day of FEBRUARY 2023.

Signature on File

Notary Public

PAULA DRENDEL
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 14, 2025

United States Environmental Protection Agency

This is to certify that

Nortek Environmental Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 23, 2024

Signature on File

NAT-55521-2
Certification #

December 09, 2019
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

Office of the Secretary of State
ilsos.gov

New Facility Hours and Appointments
APPOINTMENTS REQUIRED for REAL ID, DL/ID card services and in-car driving tests. Check your local DMV facility for extended hours and appointment availability.

Business Entity Search

Entity Information

Entity Name	NORTEK ENVIROMENTAL INC.		
File Number	62472723	**Status**	ACTIVE
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	09-25-2002	**State**	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	08-29-2023	**Annual Report Year**	2023
Agent Information	DENICE A GIERACH 1776 LEGACY CIRCLE STE 104 NAPERVILLE ,IL 60563	**Agent Change Date**	01-08-2007

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Officer	Name and Address
President	LISA LATIMER, 600 INDUSTRIAL DRIVE #102, NAPERVILLE IL 60563
Secretary	JUSTIN ADKINS 600 INDUSTRIAL DR #102 NAPERVILLE IL 60563

City of Aurora Development Services Dept.
Development Services Administration 1st Floor
77 S. Broadway
Aurora, IL 60505

City of Aurora

Phone: (630) 256-3770 or (630) 256-3130 | Web: www.aurora-il.org

Development Services License

NORTEK ENVIRONMENTAL INC
600 INDUSTRIAL DR, SUITE #102

NAPERVILLE, IL 60563

Location ANYWHERE
License Type
HEATING CONTRACTOR

City of Aurora License # **CNTR-00663**
Business Name NORTEK ENVIRONMENTAL INC
Business Phone 6305481500
Lisa@nortekenvironmental.com; Lisa@nortekenvironmental.com

Thank you for licensing your business with the City of Aurora. We sincerely hope you feel your experience with our licensing program and processing was the best in the region. Please ensure that any required inspections are called so as not to jeopardize your future renewals. The City of Aurora - Development Services department looks forward to serving you.
Please take our Customer Satisfaction Survey https://www.surveymonkey.com/r/COA_RentalLicenseApplication

---

City of Aurora
77 S. Broadway
Aurora IL 60505

MUNICIPAL LICENSE **HEATING CONTRACTOR**
License #: **CNTR-00663**
Keep Posted in Public View, Non-Transferable **ANYWHERE**

Under the Municipal Code of the City of Aurora, this certificate when properly validated affirms that the appropriate License Fee, or other indicated fee, has been paid

License Details
DBA if Any **NORTEK ENVIRONMENTAL INC**
Classification
Ownership Type
State Registration#
Parcel ID #: ANYWHERE

Licensed Business Name
NORTEK ENVIRONMENTAL INC
600 INDUSTRIAL DR, SUITE #102

NAPERVILLE, IL 60563
Ph: 6305481500
Alt Ph: 6307426029
Email: lisa@nortekenvironmental.com

Owner 6305481500
LISA LATIMER
600 INDUSTRIAL DR UNIT #102
FAX #630-548-1526
NAPERVILLE, IL 60563
Email:lisa@nortekenvironmental.com

License Number
CNTR-00663
Issued Date 11/22/2021

Valid To Date 2/15/2024
Fees are to be Paid Annually

Development Services Admin
City of Aurora IL

City of Aurora
77 S. Broadway
Aurora IL 60505

MUNICIPAL LICENSE **HEATING CONTRACTOR**
License #: **CNTR-00663**
Keep Posted in Public View, Non-Transferable **ANYWHERE**

Under the Municipal Code of the City of Aurora, this certificate when properly validated affirms that the appropriate License Fee, or other indicated fee, has been paid

License Details
DBA if Any **NORTEK ENVIRONMENTAL INC**
Classification
Ownership Type
State Registration#
Parcel ID #: ANYWHERE

Licensed Business Name
NORTEK ENVIRONMENTAL INC
600 INDUSTRIAL DR, SUITE #102

NAPERVILLE, IL 60563
Ph: 6305481500
Alt Ph: 6307426029
Email: lisa@nortekenvironmental.com

Owner 6305481500
LISA LATIMER
600 INDUSTRIAL DR UNIT #102
FAX #630-548-1526
NAPERVILLE, IL 60563
Email:lisa@nortekenvironmental.com

License Number
CNTR-00663
Issued Date 11/22/2021

Valid To Date 2/15/2024
Fees are to be Paid Annually

Development Services Admin
City of Aurora IL

CONTRACTOR REGISTRATION APPLICATION

New contractor registrations will not be processed until all requirements have been met.

City of Aurora
Development Services Department
Division of Building and Permits
77 S Broadway
Aurora, Il 60505

AEC #: _____ **LICENSE #:** _____

Total Fees: _____ **Submittal Date:** _____

Online Portal: https://auro-trk.aspgov.com/etrakit/ **Phone:** 630.256.3130 **Website:** www.aurora-il.org

Official Business Name: Nortek Environmental, Inc.

Mailing Address: 600 Industrial Drive, Unit 102 Naperville, IL 60563
STREET CITY / STATE ZIP

Business Telephone: 630-548-1500 **Cell Number:** 630-742-6031

Email Address: sales@nortekenvironmental.com **Ownership:** ⊙Corporation ○Partnership ○Sole Proprietor

Name: Lisa Latimer **Signature:** Signature on File **Date:** 10/25/2022

(If other than sole proprietor list partner or corporate officers below)

Name: _____ Email Address: _____ Phone: _____

Name: _____ Email Address: _____ Phone: _____

CONTRACTOR TYPE and REQUIRED DOCUMENTS

(Please select all that apply to this application) *Inquiry Emails: bpcsrgroup@aurora.il.us*

Selection	License Type	Application	Registration Fee	State of Illinois License / Registration	License / Certificate from Municipality where tested	Certificate of Insurance & Workmans Comp.	Business Card	Bond
	Driveway	x					x	
	Dumpster	x				x	x	$5,000
	○Electrical Commercial ○Electrical Residential	x	$200		x	x		
	Elevator	x	$200			x		
	Fence	x					x	
	Fire Alarm	x		x		x		
	Fire Suppression/Sprinkler	x	$200	x		x		
	General	x	$200			x		
✔	HVAC	x	$200		x	x		
	Plumbing	x		x				
	Public Works / Engineering (ROW, Driveway 2, etc.)	Please contact Engineering Department to discuss specific requirements. https://www.aurora-il.org/DocumentCenter/View/2784/Contractors-License-Application-?bidId=						
	○Roofing Commercial ○Roofing <= 8 units	x	$200	x		x		
	Sign (General)	x	$200			x		
	Sign (Electrical)	x	$200		x	x		

- Certificate of Insurance (Aurora as primary and non-contributory additional insured) and Workers Compensation in compliance with Statutory Illinois
  - $1,000,000 general aggregate with $500,000 per occurrence
- Surety bond in the amount of $5000. Bond must be valid for minimum of one (1) year

TESTING CRITERIA FOR H.V.A.C. & ELECTRICAL (COMMERCIAL / RESIDENTIAL) CONTRACTOR LICENSES

Name of Municipality where tested: Aurora

Name of Qualifying Party (test taker): Ronald Latimer

Qualifying Party is a (mark one): ○Partner ⊙Corporate Officer

(Per City of Aurora Ordinance, it is required that a vested individual be the Qualifying Party to ensure more permanent role in company)

Phone Number of Qualifying Party: 630-548-1500 **Email Address of Qualifying Party:** sales@nortekenvironmental.com

City of Aurora Manager Signoff: _____ **Date:** _____

DISCLAIMERS

- It is required that the business is registered with the Secretary of State or a DBA Certificate from the County must be provided at time of submittal.
- An Employee Affidavit is not accepted for Roofing contractors. Workman's compensation must be provided.
- Outstanding and/or expired permits will prevent a contractor from renewing their license and pulling permits
- Contractors may request a report of open permits with the above information anytime by emailing: devservicesadmin@aurora.il.us

Municipal Testing Requirements

117.1.6.2 Tests shall be taken by a Qualifying Party.

117.1.62.1 Qualifying party; means the individual filing as a sole proprietor, partner of a partnership, officer of a corporation, who is legally qualified to act for the business organization in all matters connected with its contracting business and has the responsibility to supervise installation operations, and is actively engaged in day to day activities of the business organization.

For **Electrical Contractors** we require current certifications from the International Code Council for the categories of National Standard Master Electrician (Commercial); National Standard Residential Electrician (residential); and National Standard Journeyman Sign Electrician or National Standard Master Electrician Certification (Signage Electrical Contractor) in lieu of municipal testing.

For **Mechanical/HVAC** Contractors we require current certifications from the International Code Council for the categories of National Standard Master Mechanical in lieu of municipal testing.

OR Additionally, you may reach out to the below accepted Municipalities for testing:

Electrical	Mechanical
Buffalo Grove	Elgin
Chicago	Freeport
Elgin	Gary Indiana – Limited (Res), Unlimited (Com)
Libertyville	Joliet
Orland Park	Rockford – Type A, F for Fireplaces
Ottawa	California, Ohio, Utah (S350)
Woodstock	Wisconsin (HVAC Qualifier License Only)

eTRAKiT Online Portal

ETrakit, our online portal, offers the ability to review the status of licenses, permits, projects and inspections. Users can also pay for registrations, licenses, and permits as well as schedule permit inspections and upload documents.

If this is your first time using our online portal, please follow the steps below:

1. Access the Online Portal at: https://auro-trk.aspgov.com/etrakit/
2. Select 'Forgot Password" in the upper right-hand corner of the screen.
   Select 'Contractor' from your choice of account types.
3. Enter the main business email address that you submitted on your registration. Then select RESET PASSWORD.
   (If you have multiple accounts the system will warn you that ALL accounts will be reset. Select CONTINUE)
4. From the same computer used to submit the reset request, retrieve reset email link.
   (This will be sent from devservicesadmin@aurora.il.us)

If you experience issues or if you wish to consolidate accounts, please email devservicesadmin@aurora.il.us

Logging in as a Contractor

1. Access the Online Portal at: https://auro-trk.aspgov.com/etrakit/
2. In the top Orange Ribbon; Select 'Contractor/Developer/ Design Professionals' as shown below:

3. From the newly displayed 'User Name' box, find & select your Contractor name from dropdown options.
4. Enter password & Select Login.

To pay for License/Permit

1. From your Dashboard Under the section 'My Active Licenses' or 'My Active Permits', select the Fee Due Amount Due in the 5th column. By selecting the dollar amount this balance will move to your Shopping Cart.
   (If you wish to add additional license(s) or permit(s) to your shopping cart click on 'BACK TO DASHBOARD' & repeat process)
2. Verify that the box is checked next to all records you wish to pay. Then click 'PROCEED TO CHECKOUT'
3. Review the checkout summary & verify all information is correct. Then click 'PROCEED TO PAYMENT' & submit payment information.

Please take a moment to provide us feedback at: https://www.surveymonkey.com/r/COA_ContracorLicensing

Building & Zoning Department
Dupage County

Contractor Registration Certificate

Issued to:

NORTEK ENVIRONMENTAL, INC.

NAPERVILLE, IL 60563

Registration #

CR0002757

Current Registration Date: 10/18/2023
Registration Date Expires: 10/18/2024

Trades:
HVAC

Workman's Comp: Required

Workman's Comp Expires: 04/01/2024

Liability Insurance Expires: 04/01/2024

Registration Type:
Sub Contractor

Signature on File

Building Official

Phone: (630) 407-6700
Fax: (630) 407-6702

1060

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Nortek Environmental, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: January 17, 2020
Expiration Date: January 31, 2024
WBENC National Certification Number: WBE2000080

Signature on File

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest

WOMEN'S BUSINESS DEVELOPMENT CENTER

NAICS: 238220, 333415
UNSPSC: 40101800, 72101511, 72151000, 72151001, 72151002, 72151003

Center for Women & Enterprise | Great Lakes Women's Business Council | Greater Women's Business Council | Women's Business Council Southwest | WBEC METRO NY | WBEC WESTERN PA | WBEA | WBEC EAST | WBEC FLORIDA | WBEC ORV | WBEC PAC INC | WBEC SOUTH | WBEC WEST

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Nortek Environmental, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Lisa Averill
NAICS: 238220, 333415 UNSPSC: 40101800, 72101511, 72151000, 72151001, 72151002, 72151003
Certification Number: WOSB210468
Renewal Date: January 31, 2024
WOSB Regulation Expiration Date: 1/31/2024

WOMEN'S BUSINESS DEVELOPMENT CENTER

Signature on File

Emilia DiMenco, Women's Business Development Center - Midwest President & CEO

Signature on File

Pamela Prince-Easton, WBENC President & CEO

Signature on File

LaKesha White, Vice President, Certification

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	ST. TIMOTHY LUTHERN CHURCH
ADDRESS:	1313 N. MILL STREET
	NAPERVILLE IL 60563
CONTACT PERSON:	BRAD STUTESMAN
TELEPHONE NUMBER:	630-453-7822

COMPANY NAME:	WILL COUNTY CENTER FOR COMMUNITY CONCERNS
ADDRESS:	2455 GLENWOOD AVE
	JOLIET IL 60435
CONTACT PERSON:	CRAIG WAGNER
TELEPHONE NUMBER:	815-722-0722

COMPANY NAME:	KANKAKEE COUNTY COMMUNITY SRCS. INC.
ADDRESS:	657 EAST COURT STREET
	SUITE 207
	KANKAKEE IL 60901
CONTACT PERSON:	DYLAN SMITH
TELEPHONE NUMBER:	815-933-7883

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

AGREEMENT OF INTENT

I, NORTEK ENVIRONMENTAL, INC (contractor) am submitting my firm to be considered for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County.

I, NORTEK ENVIRONMENTAL, INC (contractor) acknowledge my firm upon notice of award for LIHEAP FURNACE VOUCHER PROGRAM 2024 with the DuPage County will use the contracts provided in this Request for Qualification ("RFQu").

Signature on File

Contractor

10-24-23

Date

ETHICS STATEMENT / AGREEMENT

Prior to the approval of any purchase, it will be the responsibility of the program director to determine if:

1. The expenditure is budgeted.
2. The funds are available for expenditure.
3. The expenditure is allowable under the grant.
4. The expenditure is necessary to the program.

DuPage County Community Services (DCCS) funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is received for such goods and/or services. Goods and services purchases with DCCS funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by agency employees or board members is not allowed under any circumstances. All purchased items are to be received by authorized employees who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the Program Director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

I have read the above statement, agree with the statement, and will abide by the guidelines set forth with this statement for the duration of my contract/employment with DuPage County Department of Community LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

2 dba NORTER ENVIRONMENTAL, INC.

Contractor's Signature Date 10-24-23

Lisa Latimer

Print Name

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

INDEMNITY CLAUSE AGREEMENT

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

NORTEK ENVIRONMENTAL, INC — 10-24-23

Name of Company — Date

Signature on File

10-24-23

Contractor Signature — Date

Energy Coordinator — Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

SAFETY DATA SHEETS

All vendors, contractors, and/or suppliers must present Safety Data Sheets (SDS) in the printed format of their choice. Each form should include the following minimum information:

- Name and/or product number.
- Name and address of manufacturer.
- Description of hazardous material contained in the product.
- Effects of the hazardous material.
- Telephone number of manufacturer where additional information can be obtained.

SDS are required for any materials containing potentially hazardous substances. All labor vendors, suppliers, and/or contractor must provide SDS to their work crew employees and to DuPage County Department of Community Development. Upon Contract Award, labor vendors, suppliers, and/or contracts must also assure DuPage County Community Development, in writing, that their work crew employees have received the SDS.

I, Lisa Latimer / Nortek Environmental INC. (print name) agree to guidelines/stipulations and agree to provide said SDS to DuPage County Department of Community Services LIHEAP FURNACE VOUCHER PROGRAM.

Signature on File

10-24-23

Contractors' Signature Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

AGREEMENT TO WORK FOR BID PRICES

I, NORTEK ENVIRONMENTAL, INC (contractor) agree to work for the prices that have been agreed upon by the DuPage County Community Services LIHEAP FURNACE VOUCHER PROGRAM and current contractors. I have been given a catalog of the prices and have submitted all of the required paperwork.

Energy Coordinator, DCCSWP
Signature on File

Date

dba Nortek Environmental, Inc. 10-24-23

Contractor

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

UNACCEPTABLE WORK STATEMENT

Work deemed unacceptable by the final inspector will affect job payment. Contractor understands that payment for work is dependent on whether the work order successfully passes final inspection and that a call-back work order is placed in a pending payment status. No work order will be partially paid for until all work has passed final inspection.

Signature on File

10-24-23

Signature

Date

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

LIHEAP FURNACE VOUCHER PROGRAM

MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES STATEMENT

Minority, Small Business, and Women-Owned Businesses will be given references for purchases whenever possible. Information will be made available to these firms to encourage their participation in agency's functions. When contractor for goods and services, preference will be given to contractors who subcontract with small business, minority-owned firms, and women-owned business enterprises.

Signature on File

10-24-23

Signature

Date

CONTRACTOR COST ASSESSMENT

Date: _____ Application ID Number: _____

Insert company name has inspected the property located at _____. *Insert company name* understands the extent of the work to be completed and accepts the job.

Insert company name agrees to provide all labor, material, and equipment necessary to complete the work and restore heat to the home as listed in the attached summary of work for the property located at _____. The total cost for the work to be completed is _____ Dollars ($).

Insert company name understands that CEDA will not pay cost that exceeds _____ Dollars ($).

_____
Company Name

_____
Signature

_____
Title

ITEMIZED COST ASSESSMENT MUST ACCOMPANY THIS FORM

Rev91222 BW

Nortek Environmental, Inc.
600 Industrial Drive, Unit 102
Naperville, IL 60563
630-548-1500

Customer Information:

App. ID:
Name:
Address:
City:
Phone:
Phone:

Invoice Date:
Invoice #

Bill To:

Replacement Furnace Information
Manufacturer:
Model #:
Serial #:
BTU's:

Job Start Date:
Complete Date:

HVAC Description	Quantity	Material	Labor	Total
				0.00
				0.00
			$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
Total HVAC:		**$ -**	**$ -**	**$ -**

Health & Safety Description	Quantity	Material	Labor	Total
		$ -	$ -	0.00
				0.00
				0.00
				0.00
			$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
		$ -	$ -	0.00
Total Health & Safety:		**$ -**	**$ -**	**$ -**

Other Charges (Trip charge, Assessment fee, and etc...	Quantity	Material	Labor	Total
		$ -		0.00
		$ -		0.00
		$ -		0.00
		$ -		0.00
		$ -		0.00
Total Other Charges:		**$ -**	**$ -**	**$ -**
Job Grand Total:		**$ -**	**$ -**	**$ -**

EMERGENCY CONTACT INFORMATION:

EMERGENCY CONTACT INFORMATION	
NAME	Lisa Latimer
CONTACT	
ADDRESS	600 INDUSTRIAL DR #102
CITY ST ZIP	NAPERVILLE IL 60563
EMERGENCY PHONE NO.	630-548-1500
EMAIL	lisa@nortekenvironmental.com

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/24/23

Bid/Contract/PO #:

Company Name:	NORTEK ENVIRONMENTAL, INC	CompanyContact:	Lisa Latimer
Contact Phone:	630-548-1500	Contact Email:	lisa@nortekenvironmental.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☑ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name: Lisa Latimer

Title: President

Date: 10-24-23

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

Care Center Requisition $30,000 and Over

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

File #: HS-P-0083-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.G.

AWARDING RESOLUTION ISSUED TO
NORTHWESTERN MEDICINE REGIONAL GROUP - DR. MIELE
FOR MEDICAL DIRECTOR
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT $36,000.00)

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

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract to be issued to Northwestern Medicine Regional Group - Dr. Miele, for Medical Director, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center .

NOW, THEREFORE BE IT RESOLVED, that said contract is for Medical Director, for the period of December 1, 2023 through November 30, 2024 for the DuPage Care Center, be, and it is hereby approved for the issuance of a contract by the Procurement Division to Northwestern Medicine Regional Group - Dr. Miele, 233 South Gary Avenue, Bloomingdale, Illinois 60108, for a contract total amount of $36,000.00.

Enacted and approved this 14th day of November, 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3488	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $34,500.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $142,500.00
	CURRENT TERM TOTAL COST: $36,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
Vendor Information		*Department Information*	
VENDOR: Northwestern Medicine Regional Medical Group/Dr. Miele	VENDOR #: 19217	DEPT: DuPage Care Center	DEPT CONTACT NAME: Anita Rajagopal
VENDOR CONTACT: Dr. Angelo Miele	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-784-4200	DEPT CONTACT EMAIL: anita.rajagopal@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #: 7420	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional Services for a Medical Director for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed $36,000.00, per Other Professional Services.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Facility needs to engage the services of a Physician to act as Medical Director per State and Federal regulations. The Medical Director gives medical direction to the staff and other Physicians. He/She sees and cares for residents and oversees their medical conditions. Sits in on several different standing committee meetings. Regular in servicing of staff as to proper best care practices. Continuous resources to staff and is on call 24 hours a day 7 days a week.
Licensure requirement and assurance of quality care of the residents of the DuPage Care Center

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Other Professional Services
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) DPCC recommends the approval of renewal of Medical Director Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024 2) Do not approve renewal of Medical Director Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, however, this function is a requirement of the Illinois Department of Public Health for licensure. Not only is it a licensure requirement, but it also is necessary to meet the DPCC resident's medical needs and to help ensure quality of life.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Northwestern Medicine Regional Group/Dr. Miele	Vendor#: 19217	Dept: DuPage Care Center	Division: Administration
Attn: Devin Marcovici	Email: devin.marcovici@nm.org	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 25 N. Winfield Road	City: 25 N. Winfield Road	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60190	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4200	Fax:
Send Payments To:		*Ship to:*	
Vendor: Northwestern Medicine Regional Group/Dr. Miele	Vendor#:	Dept: DuPage Care Center	Division:
Attn: Dr. Angelo Miele	Email:	Attn:	Email:
Address: 233 South Gary Avenue	City: Bloomingdale	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60108	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4200	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		Medical Director	FY24	1200	2050	53090		36,000.00	36,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 36,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Services for a Medical Director for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed $36,000.00, per Other Professional Services.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee November 14, 2023 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 following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Northwestern Medicine Regional Medical Group, located 25 North Winfield Road, Winfield, IL 60190 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract for Professional Services which became effective on 12/1/2020 and which will expire 11/30/2023. The contract is subject to a third of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	**THE COUNTY OF DUPAGE**
Signature on File	
SIGNATURE	SIGNATURE
ANGELO MIELE	Richella Jackson
PRINTED NAME	PRINTED NAME
M. D.	Buyer I
PRINTED TITLE	PRINTED TITLE
10/16/23	
DATE	DATE

AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND NORTHWESTERN MEDICINE REGIONAL MEDICAL GROUP FOR THE SERVICES OF ANGELO MIELE, MD.MEDICAL DIRECTOR

This Agreement is entered into this **1st day of December, 2020,** between the County of DuPage, a body corporate and politic, by and through its DuPage Care Center, a skilled nursing facility (hereinafter "Center"), and ("RMG"), an Illinois Business Corporation having its principal place of business located at 25 North Winfield Road, Winfield, Illinois 60190, for the services of Angelo Miele, M.D. ("Medical Director")

RECITALS

WHEREAS, the Center is a county nursing home, mandated to give priority to admission of infirm and chronically ill persons unable to purchase care and maintenance pursuant to 55 ILCS 5/5-21010;

WHEREAS, Center desires to arrange for the services of a physician to serve as the Center's Medical Director;

WHEREAS, RMG, is willing to offer the services of Medical Director, who is employed by RMG and a physician licensed to practice medicine in the State of Illinois, as Medical Director responsible for implementation of resident care policies, the coordination of medical care rendered at the Center, and to execute such other duties as agreed by the parties in consideration for the monthly payment set forth in this Agreement;

NOW, THEREFORE, in consideration of these premises and of the mutual promises contained herein, the parties do hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES

1.1 Key Person. RMG, agrees to provide the services of Medical Director to serve as Medical Director of the Center. RMG hereby acknowledges that the services of Medical Director are key to this Agreement, and that this agreement shall terminate automatically upon the death or incapacity of Medical Director, the termination of Medical Director's employment with RMG, or other such instance in which Medical Director is unable to provide services to the Center as Medical Director.

1.2 Services Provided. The work to be performed by the Medical Director shall include those services generally performed by a Medical Director in a skilled nursing facility, including but not limited to:

a. Supervision and Monitoring. The Medical Director shall be responsible for the supervision, monitoring, and management of any and all medical care, treatment, and services rendered by physicians, nurses, and other allied health service workers at the Center. Said responsibility includes, but is not limited to, review and approval of applications for clinical privileges, supervision, monitoring and evaluations of medical staff performance and recommendations for sanctions in accordance with Medical Staff Bylaws, consultations, assessments, audits, and evaluation of the adequacy and quality of care rendered by nurses, supportive staff, and allied health service workers.

b. Medical Records. The Medical Director shall be responsible assuring that responsibilities of attending physicians with respect to documentation are clearly delineated and communicated and are properly performed and for conducting regular reviews of all resident's charts and medical records to assure that each resident is getting adequate and appropriate medical care and treatment. The Medical Director shall further provide consultations with the Center's Administrator and medical staff regarding the evaluation and improvement of the medical records system, and prepare such reports, documents and correspondence as requested by the Administrator.

c. Coverage and Scheduling. The Medical Director shall be responsible for assuring that there is physician coverage for emergent resident medical care at the Center on a twenty-four (24) hours, seven (7) days per week.

d. Coordination of Medical Care. The Medical Director shall be responsible for the coordination of care at the Center. This shall require the Medical Director to assist the Center in obtaining and maintaining timely and appropriate medical care that supports the healthcare needs of the residents, is consistent with current standards of practice, and helps the Center meet its regulatory requirements. Medical Director shall conduct staff meetings which include but are not limited to Infection Control, Pharmaceutical Service, Patient Care Policy, and Continual Quality Improvement (CQI). The Medical Director shall also meet with other health service consultants and independent contractors rendering service at the Center regarding the adequacy and effectiveness of their services at the Center

e. Health and Safety of Employees and Residents. The Medical Director shall be responsible for surveillance of the health status of the employees and other health service workers at the Center.

f. Policy and Program Development. The Medical Director shall assist with the development of Medical Staff Bylaws. The Medical Director will provide ongoing guidance in the development and implementation of resident care policies, including review and revision of existing policies. The Medical Director will collaborate with the Center regarding the policies and protocols that guide clinical decision making. The Medical Director and Administrator shall advise and consult each other on a regular basis regarding the adequacy and appropriateness of the Center's resident medical services, medical equipment, and care rendered by professional and supportive service workers. The Medical Director shall actively participate in the development and implementation of the Center's Continual Quality Improvement (CQI) Program and such other programs as requested by Administrator.

g. Consultation and Training. The Medical Director shall provide consultations as needed with Associate Staff Physicians and other physicians with clinical staff privileges. The Medical Director shall participate in Center's In-Service Training Program and shall offer consultations and training as needed to nursing, supportive staff and allied health services workers. The Medical Director shall advise the Administrator, Director of Nursing, and Social Worker in evaluating the Center's ability to meet psychosocial, medical, and physical needs of Center's residents.

h. Public Affairs. The Medical Director shall act as the Center's medical representative in the Community and shall participate in community relations and public service projects as may benefit the Center and as mutually agreed upon by the Parties.

1.3 RMG shall ensure that Medical Director shall at all times be duly licensed to practice medicine in the State of Illinois, have a current narcotics number, and maintain in good standing medical staff and clinical privileges at the Center. RMG shall ensure that Medical Director complies with all standards of the canons of professional ethics, Joint Commission on Accreditation of Health Care Organizations, and all applicable statutes, rules, regulations and standards of any and all governmental authorities and accreditation bodies.

ARTICLE II: TERM AND TERMINATION OF AGREEMENT

2.1 Term and Termination Without Cause: This Agreement shall commence on the date stated above, until November 30, 2021. Thereafter, the agreement shall renew for one (1) year successive terms unless terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. Either party to this Agreement may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

ARTICLE III: COMPENSATION

3.1 Compensation. The Center shall pay RMG for Medical Director's services at the rate of one hundred fifty dollars ($150.00) per hour, not to exceed three thousand dollars ($3,000.00) per month. RMG shall submit monthly invoices documenting Medical Director's services and time spent.

ARTICLE IV: WORKING HOURS

4.1 RMG shall provide Medical Director's services an average of twenty (20) hours per month or two hundred forty (240) hours per year on a timely basis to meet the needs of the Center, as determined and requested by the Administrator of the Center.

ARTICLE V: MISCELLANEOUS

5.1 Independent Contractor Status. In the performance of the work, duties, and obligations devolving upon it under this Agreement, it is mutually understood and agreed that RMG and Medical Director are at all times acting and performing as an independent contractor engaged in the practice of medicine. The Center shall neither have nor exercise any control or direction over the methods by which RMG, its employees or agents shall perform their work and functions. The sole interest and responsibility of the Center is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The standards of medical practice shall be determined by the Medical Director and medical staff of the Center. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5.2 Indemnification. This Agreement shall not require either party to indemnify or hold the other harmless for any claims, liabilities, damages, or expenses, including attorney's fees, incurred in defending or compromising actions brought by any party arising out of or related to a party's acts or omissions, or those of its employees or agents in the performance of this Agreement. .

5.3 Tax Liability. At all times, Medical Director shall be an employee of RMG and shall not be deemed an employee of the Center for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the Center or the County of DuPage for its employees. RMG shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to- Workers' Compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. RMG shall not bring, and shall hold harmless and provide the Center with a defense against any and all, claims that the Center is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, and documents and returns, including but not limited to Social Security taxes and employer income tax withholding obligations.

5.5 Insurance. During the term of this Agreement, each party shall maintain at its own expense professional liability insurance, general liability insurance, and worker's compensation insurance for any employees who may assist such party in the performance of its obligations hereunder. The professional and general liability insurance shall have limits in amounts equal to or exceeding local industry standards but in no event less than one million dollars ($1,000,000) each occurrence and three million dollars ($3,000,000) annual aggregate. The Center's insurance, described above, shall include coverage for the acts of the Medical Director performed in his/her capacity as the Center's Medical Director. However, the Center's insurance does not cover any services the Medical Director may provide to a resident in the capacity of an attending physician. Should Medical Director act in the capacity of an attending physician for any Center resident, RMG agrees to procure professional liability insurance on Medical Director's behalf for acts or omissions in the discharge of those responsibilities. In the event that either party changes insurers, such party agrees to provide evidence of "tail" insurance covering all acts and omissions with respect to the Medical Director services rendered hereunder until such time as a new insurer has been engaged. Each party shall notify the other thirty (30) days in advance of any cancellation of insurance coverage or a material change in coverage. Evidence of insurance shall be provided upon request.

5.6 Assignment. This Agreement may not be amended or revised except with the written consent of the parties hereto, and may not be assigned by any party without the written consent of the other party. Notwithstanding the foregoing, RMG can assign this Agreement to any successor or affiliate of

RMG without the Center's consent.

5.7 Records. It is hereby acknowledged and understood by the parties that Center owns and controls all the resident's medical charts, records and files, and that these records and related documents are to be kept confidential and shall not be disclosed without the resident's consent or order of court or unless in accordance with applicable laws. Medical Director shall be allowed access to those records for purposes of carrying out his duties and obligations under this Agreement.

5.9 Notice. All notices or other written communication required under this Agreement shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following:

a. If to Center:
DuPage Care Center
400 North County Farm Road
Wheaton, Illinois 60187
Attn: Janelle Chadwick, Administrator

b. If to RMG:
25 North Winfield Road
Winfield, Illinois 60190
Attn: President

5.10 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois.

5.11 Entire Agreement to Services as Medical Director. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the services described herein. No modification or amendment shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Nothing in this Agreement shall preclude or be contingent upon any Agreement between the Center, RMG or Medical Director permitting RMG and or Medical Director to render the medical care and treatment to those Center residents who have not retained their own physician in consideration of receiving such fees directly from the resident, or from third party payors such as private insurance, Medicaid, Medicare or the Veteran's Administration in accordance with the policies of the Center.

ARTICLE VI: ENFORCEABILITY

6.1 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed as, a waiver of that or other provisions hereof.

6.2 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement which will remain in full force, effect, and enforceability in accordance with its terms.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

Center
DUPAGE CARE CENTER

Medical Group
NORTHWESTERN MEDICINE
REGIONAL MEDICAL GROUP

[redacted]

Administrator

DATE: 11-18-20

DATE: 11-18-2020

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

Company Name: ANGELO MIELE	Company Contact:
Contact Phone: 630-254-2271	Contact Email:

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☑ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name: ANGELO MIELE

Title: MD - Medical director

Date: 10/19/23

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: HS-P-0084-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.H.

AWARDING RESOLUTION
ISSUED TO MEDLINE INDUSTRIES, INC.
FOR DISPOSABLE ISOLATION GOWNS FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT $37,912.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for replacement mattresses; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners, the County of DuPage will contract with Medline Industries, Inc.; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., for disposable isolation gowns, for the period of November 15, 2023 through November 14, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering disposable isolation gowns, for the period of November 15, 2023 through November 14, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed $37,912.00, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

Enacted and approved 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3490	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $37,912.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $37,912.00
	CURRENT TERM TOTAL COST: $37,912.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Medline Industries, Inc.	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: BGuth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7416	

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.).
Disposable Isolation Gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed $37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Isolation gowns are needed to protect the wearer from splashing and soiling of blood, body fluids and other potentially infectious material. The isolation gown is worn as part of personal protective equipment (PPE) for droplet and contact precautions. Our staff uses this PPE on our Covid unit or any floor/neighborhood that staff or family members needing further protection when caring for our residents that may have infections.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. OMNIA Partners Cooperative Contract 2021003157
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 for disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed $37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract for disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed $37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, disposable isolation gowns will need to be purchased to follow Health Departments and IDPH Guidelines to follow infection control policies, as well as good standard of care for our residents.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Brian Guth	Email: BGuth@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60093	State: IL	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Send Payments To:		*Ship to:*	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60055-4400	State: IL	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): November 15, 2023	Contract End Date (PO25): November 14, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		disposable isolation gowns	FY24	1100	1215	52320		37,912.00	37,912.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 37,912.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Disposable Isolation Gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total not to exceed $37,912.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee November 14, 2023 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 following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

We make healthcare run better

Three Lakes Drive, Northfield, IL 60093 | 1.800.MEDLINE (633.5463) | medline.co

Customer Quote

Customer: 0001006778
DUPAGE CARE CENTER
400 N COUNTY FARM RD
WHEATON, IL 60187-2517

Date: 10/03/2023
Sales Rep: Guth, Brian (S6009)
BGuth@medline.com

This pricing is valid until 11/02/2023 unless otherwise specified or based on contract tier eligibility and effective dates.
Exact freight and tax will be added at the time of invoice.

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty	Extended
	NONLV240XL	GOWNS, ISOLATION: MEDIUM-WEIGHT AAMI LEVEL 2 ISOLATION GOWN WITH SIDE TIES, YELLOW	100 EA / CS	$94.78	400	$37,912.00
			OMNIA			
			Purchasing Agreement # 2021003157			

UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2021003157

As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from November 3rd, 2021, and through November 2nd, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).

b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be

considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

California sales tax as a separate line item;
Shipping costs as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item ordered;
Net cost of each item;
Any pay/earned/dynamic discount;
Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Daniel Quach
Phone	858-246-5779
Email	dquach@ucsd.edu
Address	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address:9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

Name	Anne Hewett
Phone	858-534-9426
Email	ahewett@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

Name	Andrea Orozco
Phone	858-534-5730
Email	anorozco@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

Name	Antony Esquer
Phone	858-534-1479
Email	amesquer@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

Name	Kevin Feighery
Phone	704-975-5477
Email	kfeighery@medline.com
Address	1 Medline Pl Mundelein, IL 60060

6. Intellectual Property, Copyright and Patents

/___/x The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/___/ x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

/___/ x Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/___/ x Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

12. Service-Specific and/or Goods-Specific Provisions

a. Pandemic response
b. Stock arrangements
c. Last Mile
d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of $5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

b. Appendix A: UC Terms and Conditions of Purchase
c. Appendix B: UC Appendix—Electronic Commerce
d. Appendix C: Federal Government Contracts Special Terms and Conditions
e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
h. Appendix G: UC Appendix—Data Security
i. Appendix H: UC FEMA Appendix
j. Exhibit A: Response for National Cooperative Contract
k. Exhibit F: Federal Funds Certifications
l. Exhibit G: New Jersey Business Compliance

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature on File

(Signature)

Todd Adams

(Printed Name, Title)

11/10/2021

November 3rd, 2021

MEDLINE INDUSTRIES, LP.

Signature on File

(Signature)

Chris Powers

(Printed Name, Title)

11/9/2021

November 3rd, 2021

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

Company Name: Medline Industries, LP	Company Contact: Brian Guth
Contact Phone: 224-200-6753	Contact Email: BGuth@medline.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received have read, and understand these requirements.

Signature on File

Authorized Signature _____

Printed Name Chris Powers

Title VP of Government Sales

Date 9/19/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: HS-P-0085-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.I.

AWARDING RESOLUTION ISSUED TO
SYSCO CHICAGO, INCORPORATED
FOR PRIMARY FOOD, SUPPLIES AND CHEMICALS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT $1,246,500.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Sysco Chicago, Incorporated, for primary food, supplies and chemicals, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Sysco Chicago, Incorporated, for primary food, supplies and chemicals, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under Bid Renewal #22-082-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sysco Chicago, Incorporated, 250 Weiboldt Drive, Des Plaines, Illinois 60016, for a contract total amount of $1,246,500.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3491	RFP, BID, QUOTE OR RENEWAL #: 22-082-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $869,168.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $4,608,668.00
	CURRENT TERM TOTAL COST: $1,246,500.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: Sysco Chicago, Incorporated	VENDOR #: 10555	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Joshua Kackley	VENDOR CONTACT PHONE: 847-699-4869	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: Mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: Joshua.kackley@sysco.com	VENDOR WEBSITE:	DEPT REQ #: 7417	

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.).
Contract purchase order for Primary Food Supplies and chemicals for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed $1,246,500.00, under bid renewal #22-082-DCC, first of three one-year optional renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
DuPage Care Center is regulated by the IL Department of Public Health, which mandates & monitors our ongoing compliance with applicable State & Federal regulations that govern our practices, policies & procedures which in turn drive our care deliver system. Adherence to Physician diet orders & clearly defined meal period is necessary to avoid fines & penalties to ensure that we are allowed to bill for & be reimbursed for care provided to our residents/patient food supplies & chemicals for dish washing & general cleaning are operational necessities.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Sysco Chicago, Incorporated	Vendor#: 10555	Dept: DuPage Care Center	Division: Dining Services
Attn: Joshua Kackley	Email: joshua.kackley@sysco.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 250 Weiboldt Drive	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60016	State: IL	Zip: 60187
Phone: 847-699-4869	Fax:	Phone: 630-784-4416	Fax:
Send Payments To:		*Ship to:*	
Vendor: Sysco Chicago, Incorporated	Vendor#: 10555	Dept: DuPage Care Center	Division: mario.plata@dupagecounty.gov
Attn: Jillian Stadick	Email: jillian.stadick@sysco.com	Attn: Mario Plata	Email:
Address: 250 Weiboldt Drive	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60016	State: IL	Zip: 60187
Phone: 847-699-4869	Fax:	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		Operating Supplies	FY24	1200	2025	52200		90,000.00	90,000.00
2	1	EA		Food and Beverage	FY24	1200	2025	52210		825,000.00	825,000.00
3	1	EA		Cleaning Supplies	FY24	1200	2025	52280		17,000.00	17,000.00
4	1	EA		Operating Supplies	FY24	1200	2100	52200		90,000.00	90,000.00
5	1	EA		Food and Beverage	FY24	1200	2100	52210		220,000.00	220,000.00
6	1	EA		Cleaning Supplies	FY24	1200	2100	52280		4,500.00	4,500.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 1,246,500.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for Primary Food Supplies and chemicals for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed $1,246,500.00, under bid renewal #22-082-DCC, first of three one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services November 14, 2023 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 following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Sysco Chicago, Inc. located at 250 Wieboldt Drive, Des Plaines, Illinois, 60016, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-082-DCC which became effective on 12/01/2022 and which will expire 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	**THE COUNTY OF DUPAGE**
Signature on File	
SIGNATURE	SIGNATURE
Andrew McCarty	Donna Weidman
PRINTED NAME	PRINTED NAME
Region VP, Finance	Buyer II
PRINTED TITLE	PRINTED TITLE
October 5, 2023	
DATE	DATE

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PRIMARY AND SECONDARY FOOD SERVICE 22-082-DCC
BID TABULATION

				SYSCO CHICAGO		GORDON FOOD SERVICE	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
PART 1 - MEAT AND PRODUCE							
1	Bananas Fresh Ripe/Ready	CASE	15	**$ 25.83**	**$ 387.45**	$ 27.45	$ 411.75
2	Beef Ground Bulk Fine 81/19, 8/10# average	CASE	7	**$ 146.56**	**$ 1,025.92**	$ 261.60	$ 1,831.20
3	Beef Patties Raw 80/20	CASE	21	**$ 37.31**	**$ 783.51**	$ 51.00	$ 1,071.00
4	Beef Stew Meat Diced (size and shape may vary) 85% lean	CASE	35	**$ 47.22**	**$ 1,652.70**	$ 42.60	$ 1,491.00
5	Beef Certified Angus Flat Raw Boneless Bottom Round 171B (meat buyers guide number)	CASE	5	**$ 198.16**	**$ 990.80**	$ 188.20	$ 941.00
6	Carrots Grade A Diced (3/8" pieces)	CASE	19	**$ 32.31**	**$ 613.89**	$ 22.49	$ 427.31
7	Chicken Breast 4oz boneless/skinless in controlled vacuum packaging	CASE	11	**$ 115.97**	**$ 1,275.67**	$ 127.16	$ 1,398.76
8	Chicken breast 4oz B/S (boneless/skinless) IFZ (Individually quick frozen) in Ziplock Bags	CASE	11	**$ 60.65**	**$ 667.15**	$ 72.19	$ 794.09
9	Chicken Meat Diced 80D/20W (80% dark meat / 20% white meat)	CASE	25	**$ 36.10**	**$ 902.50**	$ 103.20	$ 2,580.00
10	Chicken Meat Fully Cooked Diced (1/2") WT/DK (white & dark meat)	CASE	8	**$ 37.85**	**$ 302.80**	$ 103.20	$ 825.60
11	Chicken Quarters IF (individually frozen)	CASE	6	**$ 82.84**	**$ 497.04**	$ 83.56	$ 501.36
12	Green Beans Frozen Cut Grade A	CASE	14	**$ 37.32**	**$ 522.48**	$ 24.59	$ 344.26
13	Pork Loin CC (center cut) BNLS (boneless) STRP/ON (side strap intact)	CASE	6	**$ 57.36**	**$ 344.16**	$ 101.70	$ 610.20
14	Pork Sausage LNK (link) SKLS (skinless) Mild	CASE	9	**$ 35.91**	**$ 323.19**	$ 25.52	$ 229.68
15	Sausage Pork Patty Mild CKD (cooked)	CASE	11	**$ 34.84**	**$ 383.24**	$ 34.59	$ 380.49
16	Turkey Breast Raw BNLS (boneless/skinless) foil wrapped	CASE	10	**$ 74.16**	**$ 741.60**	$ 70.38	$ 703.80
17	Veal Fritter Beer Breaded Raw Frozen w/BF (beef trimmings)	CASE	9	**$ 48.33**	**$ 434.97**	$ 34.08	$ 306.72
				PART 1 TOTAL	**$ 11,849.07**		$ 14,848.22

PART 2 - MISCELLANEOUS ITEMS

				SYSCO CHICAGO		GORDON FOOD SERVICE	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
1	Cheese Mozzarella Shredded LMPS (low moisture part skim) Wisconsin	CASE	8	**$ 57.96**	**$ 463.68**	$ 54.34	$ 434.72
2	Coffee Decaf Ground 30/6.3oz packages	CASE	18	**$ 136.10**	**$ 2,449.80**	$ 141.96	$ 2,555.28
3	Containers Foam Hinged 3 Compartment Double Tab 8x8x3	CASE	29	**$ 23.63**	**$ 685.27**	$ 19.49	$ 565.21
4	Detergent RTU (ready to use) Blue Liquid Pot/Pan	CASE	12	**$ 36.73**	**$ 440.76**	$ 59.46	$ 713.52
5	Eggs White Medium Shell USDA AA (AA indicates egg whites are thickn & firm with yolks that are high & round)	CASE	8	**$ 65.23**	**$ 521.84**	$ 56.94	$ 455.52
6	Eggs Whole Liquid Fresh with Citric Acid TFF (Trans Fat Free) 15/2LB containers	CASE	28	**$ 59.25**	**$ 1,659.00**	$ 37.58	$ 1,052.24
7	Green Peas Frozen	CASE	10	**$ 44.02**	**$ 440.20**	$ 32.91	$ 329.10
8	Ice Cream Cup Chocolate 4oz	CASE	23	**$ 20.87**	**$ 480.01**	$ 20.52	$ 471.96
9	Ice Cream Cups Vanilla 4oz	CASE	49	**$ 20.78**	**$ 1,018.22**	$ 20.52	$ 1,005.48
10	Juice Apple Frozen 6oz	CASE	37	**$ 13.09**	**$ 484.33**	$ 13.07	$ 483.59
11	Juice Cranberry Blend Frozen 6oz	CASE	31	**$ 14.75**	**$ 457.25**	$ 12.85	$ 398.35
12	Orange Juice Cup Frozen 6oz	CASE	57	**$ 14.12**	**$ 804.84**	$ 13.68	$ 779.76
13	Juice Orange Nectar Thick L2 (mildly thick)	CASE	24	**$ 20.13**	**$ 483.12**	$ 18.59	$ 446.16
14	Margarine Soft Buttery Spread (non-dairy) 600/5gm	CASE	35	**$ 28.59**	**$ 1,000.65**	$ 23.57	$ 824.95
15	Margarine Solid ZTF (zero trans fat)	CASE	11	**$ 40.64**	**$ 447.04**	$ 37.52	$ 412.72
16	Milk 2% Dairy Nectar Thickened Consistency L2 (mildly thick) 24/8oz per case	CASE	76	**$ 20.71**	**$ 1,573.96**	$ 19.99	$ 1,519.24
17	Milk 2% Dairy Honey Thick Consistency L3 (moderately thick) 24/8oz per case	CASE	50	**$ 20.80**	**$ 1,040.00**	$ 19.95	$ 997.50
18	Peaches Irregular Sliced in Extra LS (light syrup)	CASE	9	**$ 43.23**	**$ 389.07**	$ 49.21	$ 442.89
19	Pear CH (choice) Diced in Extra LS (light syrup)	CASE	7	**$ 57.36**	**$ 401.52**	$ 74.04	$ 518.28
20	Plastic Lid for Shoreline Collection (fits 5oz bowl/8oz mug)	CASE	13	**$ 57.52**	**$ 747.76**	$ 37.98	$ 493.74
21	Plastic Lid Disposable for Shoreline Collection 9oz Bowl	CASE	11	**$ 48.15**	**$ 529.65**	$ 35.69	$ 392.59
22	Potatoes Mashed Complete (w/Vitamin C) Dried in a Plastic Safety Resealable Can 6/5.1LB per case	CASE	12	**$ 68.40**	**$ 820.80**	$ 68.85	$ 826.20
23	Soup Base Instant Cream Gluten Free / No Added MSG	CASE	17	**$ 39.72**	**$ 675.24**	$ 39.08	$ 664.36
24	Supplement MedPlus Vanilla 2.0 (2 calories per milliliter) Nectar Consistency L2 (mildly thick) 12/32oz	CASE	27	**$ 41.57**	**$ 1,122.39**	$ 43.31	$ 1,169.37
25	Supplement Nutritional Treat Orange Flavor L4 (extremely thick)	CASE	19	**$ 26.84**	**$ 509.96**	$ 27.28	$ 518.32
26	Supplement Nutritional Treat Wild Berry Flavor L4 (extremely thick)	CASE	18	**$ 26.98**	**$ 485.64**	$ 27.29	$ 491.22
27	Yogurt Low Fat Strawberry Pouch	CASE	14	**$ 37.24**	**$ 521.36**	$ 30.85	$ 431.90
28	Yogurt Low Fat Vanilla Pouch	CASE	16	**$ 37.24**	**$ 595.84**	$ 30.85	$ 493.60
				PART 2 TOTAL	**$ 21,249.20**		$ 19,887.77
				GRAND TOTAL	**$ 33,098.27**		$ 34,735.99

PART 3 – CATEGORY MARK-UP RATE SHEET

Category	Product Category	**SYSCO CHICAGO**	GORDON FOOD SERVICE
1	Meat General (poultry, seafood, pork, beef, etc.) Fresh and Frozen	**4%**	6.5%
2	Produce	**8%**	11.0%
3	Non-Fluid Dairy	**6%**	9.5%
4	Frozen	**6%**	8.5%
5	Juices	**3%**	10.6%
6	Coffee	**7%**	10.6%
7	Fluid Dairy	**5%**	9.5%
8	Dairy Other	**6%**	9.5%
9	Dietary Supplements	**6%**	10.6%
10	Chemicals and Cleaning	**9%**	10.6%
11	Dry Goods	**5%**	7.5%
12	Smallwares and Disposables	**5%**	10.5%

NOTES:
1. US Foods, Inc. was deemed non-responsive due to declining to provide the required menu management software.
2. Gordon Food Service, Inc. declined to be considered for the secondary food service award.

Bid Opening 9/16/22 @ 2:30 PM	DW, NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	2

PART 1 - MEAT AND PRODUCE

Quantities are usage estimates per month.
Alternate items will be considered and nutritional labels and/or samples shall be provided upon request. Any and all exceptions or variances from Item description, Casepack Quantity, Item Size or Brand are to be noted on the line below each item. If no exceptions are noted, the item is understood to be an exact match.
Tabulations shall be based on Case Price provided. Price per unit is requested for comparison and clarification purposes.

NO	ITEM	BRAND	ITEM SIZE	UOM	QTY	CASEPACK QTY	7/29/2022		8/5/2022		8/12/2022		AVERAGE CASE PRICE BASED ON 3 DATES: (7/29/22 PRICE + 8/5/22 PRICE + 8/12/22 PRICE) ÷ 3	AVERAGE PRICE PER UNIT BASED ON 3 DATES: (7/29/22 PRICE + 8/5/22 PRICE + 8/12/22 PRICE) ÷ 3	EXTENDED PRICE (QTY X AVERAGE CASE PRICE)
							CASE PRICE	PRICE PER UNIT	CASE PRICE	PRICE PER UNIT	CASE PRICE	PRICE PER UNIT			
1	Bananas Fresh Ripe/Ready	PACKER / ANTHONY MARANO CO.	40 LB	CASE	15	1	$ 26.73	$ 26.73	$ 25.38	$ 25.38	$ 25.38	$ 25.38	$ 25.83	$ 25.83	$ 387.45
Exceptions:															
2	Beef Ground Bulk Fine 81/19, 8/10# average	PACKER / NATIONAL BEEF	10 LB	CASE	7	8	$ 146.56	$ 18.32	$ 146.56	$ 18.32	$ 146.56	$ 18.32	$ 146.56	$ 18.32	$ 1,025.92
Exceptions:															
3	Beef Patties Raw 80/20	FIRE CLASSIC / CARGILL MEAT SOLUTIONS	4 OZ	CASE	21	80	$ 37.35	$ 0.93	$ 37.07	$ 0.93	$ 37.52	$ 0.94	$ 37.31	$ 0.93	$ 783.59
Exceptions:															
4	Beef Stew Meat Diced (size and shape may vary) 85% lean	BUCKHEAD MEAT	5 LB	CASE	35	2	$ 47.22	$ 23.61	$ 47.22	$ 23.61	$ 47.22	$ 23.61	$ 47.22	$ 23.61	$ 1,652.70
Exceptions:													$ -	$ -	$ -
5	Beef Certified Angus Flat Raw Boneless Bottom Round 171B (meat buyers guide number)	CERTIFIED ANGUS BEEF / NATIONAL BEEF	10-13 LB	CASE	5	4	$ 197.30	$ 49.33	$ 198.59	$ 49.65	$ 198.59	$ 49.65	$ 198.16	$ 49.54	$ 990.80
Exceptions:															
6	Carrots Grade A Diced (3/8" pieces)	NATIONAL FROZEN FOODS	30LB	CASE	19	1	$ 32.28	$ 32.28	$ 32.32	$ 32.32	$ 32.32	$ 32.32	$ 32.31	$ 32.31	$ 613.83
Exceptions:															
7	Chicken Breast 4oz boneless/skinless in controlled vacuum packaging	KOCH FOODS	5 LB	CASE	11	4	$ 115.97	$ 28.99	$ 115.97	$ 28.99	$ 115.97	$ 28.99	$ 115.97	$ 28.99	$ 1,275.67
Exceptions:															
8	Chicken breast 4oz B/S (boneless/skinless) IFZ (Individually quick frozen) in Ziplock Bags	KOCH FOODS	4 OZ	CASE	11	48	$ 62.18	$ 1.30	$ 60.89	$ 1.27	$ 58.88	$ 1.23	$ 60.65	$ 1.26	$ 667.15
Exceptions:															
9	Chicken Meat Diced 80D/20W (80% dark meat / 20% white meat)	RENAISSANCE	5 LB	CASE	25	2	$ 35.05	$ 17.53	$ 36.63	$ 18.32	$ 36.63	$ 18.32	$ 36.10	$ 18.05	$ 902.58
Exceptions:															
10	Chicken Meat Fully Cooked Diced (1/2") WT/DK (white & dark meat)	TYSON	5 LB	CASE	8	2	$ 38.31	$ 19.16	$ 38.38	$ 19.19	$ 36.86	$ 18.43	$ 37.85	$ 18.93	$ 302.80
Exceptions:															

11	Chicken Quarters IF (individually frozen)	TYSON FOODS	12 OZ	CASE	6	40	$ 82.84	$ 2.07	$ 82.84	$ 2.07	$ 82.84	$ 2.07	$ 82.84	$ 2.07	$ 497.04
Exceptions:															
12	Green Beans Frozen Cut Grade A	LAKESIDE FOODS	30 LB	CASE	14	1	$ 37.42	$ 37.42	$ 37.27	$ 37.27	$ 37.27	$ 37.27	$ 37.32	$ 37.32	$ 522.48
Exceptions:															
13	Pork Loin CC (center cut) BNLS (boneless) STRP/ON (side strap intact)	BUTCHER BLOCK / JBS	6-10#	CASE	6	4	$ 55.00	$ 13.75	$ 58.04	$ 14.51	$ 59.04	$ 14.76	$ 57.36	$ 14.34	$ 344.16
Exceptions:															
14	Pork Sausage LNK (link) SKLS (skinless) Mild	HILLSHIRE BRANDS	1 OZ	CASE	9	160	$ 35.56	$ 0.22	$ 35.56	$ 0.22	$ 36.60	$ 0.23	$ 35.91	$ 0.22	$ 323.16
Exceptions:															
15	Sausage Pork Patty Mild CKD (cooked)	HILLSHIRE BRANDS	1 OZ	CASE	11	160	$ 34.51	$ 0.22	$ 34.51	$ 0.22	$ 35.50	$ 0.22	$ 34.84	$ 0.22	$ 383.24
Exceptions:															
16	Turkey Breast Raw BNLS (boneless/skinless) foil wrapped	BUTTERBALL	8-10#	CASE	10	2	$ 74.16	$ 37.08	$ 74.16	$ 37.08	$ 74.16	$ 37.08	$ 74.16	$ 37.08	$ 741.60
Exceptions:															
17	Veal Fritter Beer Breaded Raw Frozen w/BF (beef trimmings)	ADVANCE PIERRE FOODS	4 OZ	CASE	9	40	$ 49.24	$ 1.23	$ 49.24	$ 1.23	$ 46.52	$ 1.16	$ 48.33	$ 1.21	$ 435.00
Exceptions:															
														TOTAL PART 1 - MEAT AND PRODUCE	$ 11,849.17

PART 2 - MISCELLANEOUS ITEMS

Quantities are usage estimates per month.
Alternate items will be considered and nutritional labels and/or samples shall be provided upon request. Any and all exceptions or variances from Item description, Casepack Quantity, Item Size or Brand are to be noted on the line below each item. If no exceptions are noted, the item is understood to be an exact match.
Tabulations shall be based on Case Price provided. Price per unit is requested for comparison and clarification purposes.

NO	ITEM	BRAND	ITEM SIZE	UOM	QTY	CASEPACK QTY	CASE PRICE 8/12/22	PRICE PER UNIT	EXTENDED PRICE (QTY X CASE PRICE)
1	Cheese Mozzarella Shredded LMPS (low moisture part skim) Wisconsin	SAPUTO CHEESE USA	5LB	CASE	8	4	$ 57.96	$ 14.49	$ 463.68
Exceptions:									
2	Coffee Decaf Ground 30/6.3oz packages	FOLGERS	6.3 OUNCE	CASE	18	30	$ 136.10	$ 4.54	$ 2,449.80
Exceptions:									
3	Containers Foam Hinged 3 Compartment Double Tab 8x8x3	PACTIV	8X8X3"	CASE	29	150	$ 23.63	$ 0.16	$ 685.27
Exceptions:									
4	Detergent RTU (ready to use) Blue Liquid Pot/Pan	KEYSTONE / ECOLAB	1GAL	CASE	12	2	$ 36.73	$ 18.37	$ 440.76
Exceptions:									
5	Eggs White Medium Shell USDA AA (AA indicates egg whites are thickn & firm with yolks that are high & round)	SUNRISE ACRES INC	30 DZ	CASE	8	1	$ 65.23	$ 65.23	$ 521.84
Exceptions:									
6	Eggs Whole Liquid Fresh with Citric Acid TFF (Trans Fat Free) 15/2LB containers	MICHAELS FOODS	2 LB	CASE	28	15	$ 59.25	$ 3.95	$ 1,659.00
Exceptions:									
7	Green Peas Frozen	NATIONAL FROZEN FOODS	30LB	CASE	10	1	$ 44.02	$ 44.02	$ 440.20
Exceptions:									
8	Ice Cream Cup Chocolate 4oz	WELLS DAIRY	4 OZ	CASE	23	48	$ 20.87	$ 0.43	$ 480.01
Exceptions:									
9	Ice Cream Cups Vanilla 4oz	WELLS DAIRY	4 OZ	CASE	49	48	$ 20.78	$ 0.43	$ 1,018.22
Exceptions:									
10	Juice Apple Frozen 6oz	ARDMORE / COUNTRY PURE FOODS	6 OZ	CASE	37	48	$ 13.09	$ 0.27	$ 484.33
Exceptions:									
11	Juice Cranberry Blend Frozen 6oz	ARDMORE / COUNTRY PURE FOODS	4 OZ	CASE	31	96	$ 14.75	$ 0.15	$ 457.25
Exceptions:									
12	Orange Juice Cup Frozen 6oz	ARDMORE / COUNTRY PURE FOODS	6 OZ	CASE	57	48	$ 14.12	$ 0.29	$ 804.84
Exceptions:									
13	Juice Orange Nectar Thick L2 (mildly thick)	LYONS MAGNUS	4OZ	CASE	24	48	$ 20.13	$ 0.42	$ 483.12
Exceptions:									
14	Margarine Soft Buttery Spread (non-dairy) 600/5gm	SMART BALANCE / VENTURA FOODS	5 GM	CASE	35	600	$ 28.59	$ 0.05	$ 1,000.65
Exceptions:									
15	Margarine Solid ZTF (zero trans fat)	VENTURA FOODS	1LB	CASE	11	30	$ 40.64	$ 1.35	$ 447.04
Exceptions:									
16	Milk 2% Dairy Nectar Thickened Consistency L2 (mildly thick) 24/8oz per case	LYONS MAGNUS	8 OZ	CASE	76	24	$ 20.71	$ 0.86	$ 1,573.96
Exceptions:									

17	Milk 2% Dairy Honey Thick Consistency L3 (moderately thick) 24/8oz per case	LYONS MAGNUS	8 OZ	CASE	50	24	$ 20.80	$ 0.87	$ 1,040.00
Exceptions:									
18	Peaches Irregular Sliced in Extra LS (light syrup)	PACIFIC COAST PRODUCERS	#10	CASE	9	6	$ 43.23	$ 7.21	$ 389.07
Exceptions:									
19	Pear CH (choice) Diced in Extra LS (light syrup)	NEIL JONES FOODS	#10	CASE	7	6	$ 57.36	$ 9.56	$ 401.52
Exceptions:									
20	Plastic Lid for Shoreline Collection (fits 5oz bowl/8oz mug)	CAMBRO	3.5 IN	CASE	13	1500	$ 57.52	$ 0.04	$ 747.76
Exceptions:									
21	Plastic Lid Disposable for Shoreline Collection 9oz Bowl	CAMBRO	1000CT	CASE	11	1	$ 48.15	$ 48.15	$ 529.65
Exceptions:									
22	Potatoes Mashed Complete (w/Vitamin C) Dried in a Plastic Safety Resealable Can 6/5.1LB per case	BASIC AMERICAN FOODS	5.1 LB	CASE	12	6	$ 68.40	$ 11.40	$ 820.80
Exceptions:									
23	Soup Base Instant Cream Gluten Free / No Added MSG	VENTURA FOODS	28 OZ	CASE	17	6	$ 39.72	$ 6.62	$ 675.24
Exceptions:									
24	Supplement MedPlus Vanilla 2.0 (2 calories per milliliter) Nectar Consistency L2 (mildly thick) 12/32oz	LYONS MAGNUS	32 OZ	CASE	27	12	$ 41.57	$ 3.46	$ 1,122.39
Exceptions:									
25	Supplement Nutritional Treat Orange Flavor L4 (extremely thick)	LYONS MAGNUS	4 OZ	CASE	19	48	$ 26.84	$ 0.56	$ 509.96
Exceptions:									
26	Supplement Nutritional Treat Wild Berry Flavor L4 (extremely thick)	LYONS MAGNUS	4 OZ	CASE	18	48	$ 26.98	$ 0.56	$ 485.64
Exceptions:									
27	Yogurt Low Fat Strawberry Pouch	YOPLAIT / GENERAL MILLS	4 LB	CASE	14	6	$ 37.24	$ 6.21	$ 521.36
Exceptions:									
28	Yogurt Low Fat Vanilla Pouch	YOPLAIT / GENERAL MILLS	4 LB	CASE	16	6	$ 37.24	$ 6.21	$ 595.84
Exceptions:									
								TOTAL PART 2 - MISCELLANEOUS ITEMS	$ 21,249.20

PART 3 – CATEGORY MARK-UP RATE SHEET

Offeror shall submit applicable Percent Mark-Up on Cost for the categories listed below.		
Category	Product Category	Percent Mark-Up On Cost (Cost Defined as: Direct Product Cost including freight charge, less all vendor invoice allowances, discounts & promotions.)
1	Meat General (poultry, seafood, pork, beef, etc.) Fresh and Frozen	4%
2	Produce	8%
3	Non-Fluid Dairy	6%
4	Frozen	6%
5	Juices	3%
6	Coffee	7%
7	Fluid Dairy	5%
8	Dairy Other	6%
9	Dietary Supplements	6%
10	Chemicals and Cleaning	9%
11	Dry Goods	5%
12	Smallwares and Disposables	5%

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Signature on File Director of Contract Sales L

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 15th day of September AD, 20 22

_____ My Commission Expires: _____
(Notary Public)

_____
SEAL

SECTION 9 - MANDATORY FORM
PRIMARY AND SECONDARY FOOD SERVICE 22-082-DCC

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Sysco Chicago		
Main Business Address	250 Wieboldt Drive		
City, State, Zip Code	Des Plaines, IL 60016		
Telephone Number	847-699-5400	Email Address	joshua.kackley@sysco.com
Bid Contact Person	Josh Kackley		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

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

Signature on File

VP of Finance

(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 therein prescribed.

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		**REMIT TO CONTRACTOR:**	
NAME	Sysco Chicago	NAME	Sysco Chicago
CONTACT	Joshua Kackley	CONTACT	Jillian Stadick
ADDRESS	250 Weiboldt Drive	ADDRESS	250 Weiboldt Drive
CITY ST ZIP	Des Plaines, IL 60016	CITY ST ZIP	Des Plaines, IL 60016
TX	847-699-4869	TX	847-699-6720
FX		FX	
EMAIL	joshua.kackley@sysco.com	EMAIL	jillian.stadick@sysco.com

COUNTY BILL TO INFORMATION:	**COUNTY SHIP TO INFORMATION:**
DuPage Care Center Attn: Nancy Palima 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4422	DuPage Care Center Attn: Mario Plata **400** North County Farm Road Wheaton, IL 60187 TX: (630) 784-4416
	DuPage County JTK Administration Building Attn: Rafael Lopez **421** North County Farm Road Wheaton, IL 60187 TX: (630) 407-5760
	DuPage County Judicial Office Facility Attn: Tom Fiala **505** North County Farm Road Wheaton, IL 60187 TX: (630) 407-8293

ALL MATERIALS MUST BE PROPOSED AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/5/2023

Bid/Contract/PO #: 22-082-DCC

Company Name: Sysco Chicago	Company Contact: Jillian Stadick
Contact Phone: 847-699-6720	Contact Email: jillian.stadick@sysco.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☑ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: Jillian Stadick

Title: Customer Experience Manager

Date: 10/05/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: HS-P-0086-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.J.

AWARDING RESOLUTION ISSUED TO
SYMBRIA REHAB, INC.
FOR COMMUNITY WELLNESS PARTNER FOR THE WELLNESS CENTER
STAFFING AND MANAGEMENT FOR OUTPATIENT CENTER
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT $66,000.00)

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 Symbria Rehab, Inc., for Community Wellness Partner for the Wellness Center staffing and management for the Outpatient Center, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Symbria Rehab, Inc., for Community Wellness Partner for the Wellness Center staffing and management for the Outpatient Center, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under RFP Renewal #21-073-CARE, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555, for a contract total amount of $66,000.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3493	RFP, BID, QUOTE OR RENEWAL #: 21-073-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $65,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $262,000.00
	CURRENT TERM TOTAL COST: $66,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: Symbria Rehab, Inc.	VENDOR #: 27600	DEPT: DuPage Care Center	DEPT CONTACT NAME: Karen Cerny
VENDOR CONTACT: Jill Krueger	VENDOR CONTACT PHONE: 630-413-5810	DEPT CONTACT PHONE #: 630-784-4402	DEPT CONTACT EMAIL: Karen.cerny@dupagecounty.gov
VENDOR CONTACT EMAIL: jkrreger@symbria.com	VENDOR WEBSITE:	DEPT REQ #: 7419	

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.).
Community Wellness Partner for the Wellness Center staffing and management for Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed $66,000.00, per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To provide staffing and management for the Outpatient Center at the DuPage Care Center.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Jill Krueger	Email: jkrueger@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5810	Fax:	Phone: 630-784-4402	Fax:
Send Payments To:		*Ship to:*	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Bruce Pultini	Email: bpultini@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5832	Fax:	Phone: 630-784-4402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		Community Wellness Partner for Wellness Center staffing and management	FY24	1200	2060	53090		66,000.00	66,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 66,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Community Wellness Partner for the Wellness Center staffing and management for Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed $66,000.00, per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee November 14, 2023 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 following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Symbria Rehab, Inc., located at 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-073-CARE which became effective on 11/30/2022 and which will expire 11/29/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/29/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	THE COUNTY OF DUPAGE
[redacted]	
SIGNATURE	SIGNATURE
Courtney McGhee	Nickon Etminan
PRINTED NAME	PRINTED NAME
Vice President	Buyer II
PRINTED TITLE	PRINTED TITLE
October 25, 2023	
DATE	DATE

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
COMMUNITY WELLNESS PARTNER 21-073-CARE
BID TABULATION

√

Criteria	Available Points	Symbria Inc. BASIC PLAN	Symbria Inc. LICENSED MODEL	Select Rehab Basic Plan	Select Rehab SPIRO100 PLAN	Advocate Aurora Health	Encore Rehabilitation Services
Firm Qualifications	15	**15**	15	15	15	10	10
Key Qualifications	10	**10**	10	5	5	10	3
Project Understanding	50	**45**	45	28	28	23	15
Price	25	**25**	13	23	22	11	14
Total	100	**95**	83	71	70	54	42

Monthly Price	**$ 6,144.00**	$ 11,644.00	$ 6,720.00	$ 6,845.00	$ 13,560.00	$ 10,600.00
Percentage of points	**100%**	53%	91%	90%	45%	58%
Points awarded (wtd against lowest price)	**25**	13	23	22	11	14

NOTES

RFP Posted on 08/30/2021 Bid Opened On 9/22/2021, 2:30 PM CST by	DW,KH
Invitations Sent	79
Total Requesting Documents	2
Total Bid Responses Received	4

SECTION 8 - BID FORM PRICING

NO	ITEM	UOM	PRICE
1	Wellness Center Services	Hourly Rate	$ 32
2	Additional Program Fees - List Below	FEE	$ 5,000 licensed fee
		FEE	$ 500/mon. if licensed fee chosen
		FEE	$
		FEE	$
		FEE	$
	GRAND TOTAL		**$**

SECTION 9 - PROPOSAL FORM

COMMUNITY WELLNESS PARTNER 21-073-CARE

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Symbria, Inc.
Main Business Address	28100 Torch Parkway
	Suite 600
City, State, Zip Code	Warrenville, IL 60555
Telephone Number	630-981-8091
Fax Number	630-413-5809
Proposal Contact Person	Jill Krueger
Email Address	jkrueger@symbria.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

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

Jill Krueger
(President or Partner)

Jay Mandra
(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 Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. A, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.
Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)
Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

PROPOSAL AWARD CRITERIA
This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

[redacted] _____ CORPORATE SEAL
(Signature and Title) (If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 20th day of September AD, 2021

[redacted] _____

JENNIFER A SEBEK
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 21, 2022

My Commission Expires: 07/21/2022
(Notary Public)

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/26/2023

Bid/Contract/PO #: 21-073-CARE

Company Name:	Symbria Rehab, Inc.	Company Contact:	Amanda Cline
Contact Phone:	314-881-2374	Contact Email:	acline@symbria.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Courtney McGhee

Title Vice President

Date October 26, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: HS-P-0087-23 **Agenda Date:** 11/7/2023 **Agenda #:** 16.K.

AWARDING RESOLUTION ISSUED TO
SYMBRIA REHAB, INC.
TO PROVIDE PHYSICAL, OCCUPATIONAL, SPEECH AND RESPIRATORY
THERAPY AND CONSULTING SERVICES
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT $1,000,000.00)

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 Symbria Rehab, Inc., for physical, occupational, speech and respiratory therapy and consulting services, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to Symbria Rehab, Inc., for physical, occupational, speech and respiratory therapy and consulting services, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under RFP Renewal #21-057-CARE, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555, for a contract total amount of $1,000,000.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3494	RFP, BID, QUOTE OR RENEWAL #: 21-057-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $990,500.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $3,990,500.00
	CURRENT TERM TOTAL COST: $1,000,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: Symbria Rehab, Inc.	VENDOR #: 27600	DEPT: DuPage Care Center	DEPT CONTACT NAME: Karen Cerny
VENDOR CONTACT: Jill Krueger	VENDOR CONTACT PHONE: 630-413-5810	DEPT CONTACT PHONE #: 630-784-4402	DEPT CONTACT EMAIL: Karen.cerny@dupagecounty.gov
VENDOR CONTACT EMAIL: jkrreger@symbria.com	VENDOR WEBSITE:	DEPT REQ #: 7418	

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.).
Provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed $1,000,000.00, per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To provide Therapy and Consulting Services to the residents at the DuPage Care Center

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Jill Krueger	Email: jkrueger@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5810	Fax:	Phone: 630-784-4402	Fax:
Send Payments To:		*Ship to:*	
Vendor: Symbria Rehab, Inc.	Vendor#: 27600	Dept: DuPage Care Center	Division: Physical Rehab & Therapy
Attn: Bruce Pultini	Email: bpultini@symbria.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 28100 Torch Parkway, Suite 600	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-413-5832	Fax:	Phone: 630-784-4402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		Physical, Occupational, Speech and Respiratory Therapy and Consulting Services	FY24	1200	2060	53090		1,000,000.00	1,000,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 1,000,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total not to exceed $1,000,000.00, per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee November 14, 2023 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 following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Symbria Rehab, Inc., located at 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-057-CARE which became effective on 11/30/2022 and which will expire 11/29/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/29/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	THE COUNTY OF DUPAGE
[redacted]	
SIGNATURE	SIGNATURE
Courtney McGhee	Nickon Etminan
PRINTED NAME	PRINTED NAME
Vice President	Buyer II
PRINTED TITLE	PRINTED TITLE
October 25, 2023	
DATE	DATE

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
THERAPY AND CONSULTING SERVICES 21-057-CARE
BID TABULATION

√

Criteria	Available Points	Symbria Inc.	Select Rehab
Firm Qualifications	20	**20**	16
Key Qualifications	20	**20**	19
Project Understanding	25	**25**	22
Price	35	**34**	**35**
Total	100	**99**	92

Price	**$ 990,500.00**	**$ 965,500.00**
Percentage of points	97%	100%
Points awarded (wtd against lowest price)	34	35

NOTES
Encore Rehabilitation Services was deemed nonresponsive due to not submitting per-minute rates for all categories.

Bid Opened On 09/22/2021, 2:30 PM CST by	DW,NE
Invitations Sent	81
Total Requesting Documents	5
Total Bid Responses Received	3

SECTION 8 - BID FORM PRICING

In the formation of the final awarded Contract, the County will select from the options shown herein, the options which are most advantageous to the County. Pricing must be maintained for at least one year. If Offeror is unwilling to maintain pricing throughout the term, Offeror may propose alterations for years 2 through 4.

MEDICARE A/ MEDICARE ADVANTAGE HMO/PPO A

Item/Description	UOM	Price/Percent
Option 1: PDPM Per Diem	Per Diem	$ 78.19
Option 2: Percentage of PT/OT/ST CM	% Of Per Diem Component	35 %
Option 3: PDPM Per Minute	Per Minute	$ 0.85
Option 4: Other	_____	NA %

MEDICARE B/ MEDICARE ADVANTAGE HMO/PPO B

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	$ 1.40
Option 2: Charge Per 15 Minutes	Per 15 Minutes	$ 21.00
Option 3: Percent of Fee Schedule	%	60 %

INSURANCE/HMO/PPO

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	$ 0.95
Option 2: Charge Per 15 Minutes	Per 15 Minutes	$ 14.25
Option 3: Per Diem	Per Diem	$ N/A

MEDICAID

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	$ 0.95
Option 2: Charge Per 15 Minutes	Per 15 Minutes	$ 14.25
Option 3: Per Diem	Per Diem	$ NA

CAPITATED ISNP

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	$ 0.95
Option 2: Charge Per Unit	Per Unit	$ 14.25
Option 3: Per Diem	Per Diem	$ NA

RESPIRATORY THERAPY

Item/Description	UOM	Price/Percent
Option 1: Charge Per Minute	Per Minute	$ 0.90
Option 2: Charge Per 15 Minutes	Per 15 Minutes	$ 13.50
Option 3: Per Diem	Per Diem	$ NA

ADDITIONAL SERVICES

Please check the appropriate boxes below to indicate if the service is included in the fee or available at an additional charge.		
Item/Description	**Included in Fee**	**Additional Charge**
Rehab Site Leader	X	
Physical Therapy Consulting		$57.00/hour
Occupational Therapy Consulting		$57.00/hour
Speech Therapy Consulting		$57.00/hour
Respiratory Therapy Consulting		$57.00/hour

NON-MANDATORY SERVICES: Please check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.	**Included in Fee**	**Additional Charge**	**Not Available**
Develop and maintain unit census		X	
Develop and maintain referral management networks from local referring hospitals		X	
Marketing services to new referral sources	X		
Develop and maintain managed care networks		X	
Strategic planning and development for outpatient services and other niche markets	X		

SECTION 9 - PROPOSAL FORM
THERAPY AND CONSULTING SERVICES 21-057-CARE
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Symbria, Inc.
Main Business Address	28100 Torch Parkway
	Suite 600
City, State, Zip Code	Warrenville, IL 6055
Telephone Number	630-981-8091
Fax Number	630-413-5809
Proposal Contact Person	Jill Krueger
Email Address	jkrueger@symbria.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

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

Jill Krueger
(President or Partner)

Jay Mandra
(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 Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. __A____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.
Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

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

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

PROPOSAL AWARD CRITERIA
This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X[redacted]
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 27th day of September AD, 2021

[redacted]

JENNIFER A SEBEK
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 21, 2022

My Commission Expires: 07/21/2022
(Notary Public)

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/26/2023

Bid/Contract/PO #: 21-057-CARE

Company Name:	Symbria Rehab, Inc.	Company Contact:	Amanda Cline
Contact Phone:	314-881-2374	Contact Email:	acline@symbria.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Courtney McGhee

Title Vice President

Date October 26, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: JPS-CO-0007-23 **Agenda Date:** 11/7/2023 **Agenda #:** 17.A.

AMENDMENT TO COUNTY CONTRACT P.O. 6096-0001-SERV
ISSUED TO PUBLIC SAFETY DIRECT
TO PROVIDE REPAIRS AND MAINTENANCE ON EXISTING SHERIFF'S VEHICLES
AND UPFITTING OF NEW SHERIFF'S VEHICLES
FOR THE SHERIFF'S OFFICE

(INCREASE ENCUMBRANCE $14,000.00, 1.93%)

WHEREAS, County Contract P.O. 6096-0001-SERV was approved by the Judicial and Public Safety Committee on October 11, 2022; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract P.O. 6096-0001-SERV, issued to Public Safety Direct, to provide repair, maintenance and upfitting of existing and new sheriff's vehicles, for the Sheriff's Office, to cover additional costs for upfitting, repairs and maintenance on sheriff's vehicles and increase the contract by $14,000.00, resulting in an amended contract total of $740,816.70, an increase of 1.93%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract P.O. 6096-0001-SERV, issued to Public Safety Direct, to provide repairs, maintenance and upfitting of existing and new sheriff's vehicles for the Sheriff's Office, to cover additional costs for up fitting, repairs and maintenance on sheriff's vehicles and increase the contract by $14,000.00, resulting in an amended contract total of $740,816.70, an increase of 1.93%.

Enacted and approved this 14th day of November 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 6096-1-SERV	**Original Purchase Order Date:**	**Change Order #:**	**Department:** Sheriff's Office
Vendor Name: Public Safety Direct		**Vendor #:** 14308	**Dept Contact:** Colleen Zbilski

Background and/or Reason for Change Order Request:

Increase contract total by $14,000.00.
Decrease line 1 by $2,797.25 and increase line 4 by $6,797.25. Increase line 5 by $10,000.
New contract total $740,816.70.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting contract value	$726,816.70
B	Net $ change for previous Change Orders	
C	Current contract amount (A + B)	$726,816.70
D	Amount of this Change Order [x] Increase [ ] Decrease	$14,000.00
E	New contract amount (C + D)	$740,816.70
F	Percent of current contract value this Change Order represents (D / C)	1.93%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	1.93%

DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: _____ to: _____
- [ ] Increase/Decrease quantity from: _____ to: _____
- [ ] Price shows: _____ should be: _____
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: _____ to: _____
- [x] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source _____
- [ ] OTHER - explain below:

CZ	2122	Oct 20, 2023	CZ	2122	Oct 20, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #:

Department Requisition #:

Requesting Department:	DuPage County Sheriff	Department Contact:	Dan Bilodeau
Contact Email:	dan.bilodeau@dupagesheriff.org	Contact Phone:	630-407-2402
Vendor Name:	Public Safety Direct	Vendor #:	14308

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract $14,000.00 to cover additional costs for up fitting of new vehicles and repairs on existing vehicles.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Multiple vehicles were delivered unexpectedly. The board funded the cost of equipment and now that the equipment has arrived, the contract total needs to be increased for the labor to build and repair the vehicles.

Strategic Impact

Financial Planning

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Allow for up fitting and repairs on Sheriff's vehicles

Source Selection/Vetting Information - Describe method used to select source.

We are already in contract with this vendor.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

As we are contracted with PSD, and the contract is renewed for next year as well, we need to increase to contract total to keep the building and the repairs of the vehicles on a continual path. If we do nothing, the cars and the purchased equipment will sit unused until the new contract begins

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Increase contract $14,000.00 for a new contract total not to exceed $740,816.70, an increase of 1.93%

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 10/23/23

Bid/Contract/PO #:

Company Name: Public Safety Direct, Inc.	Company Contact: Mark Kozeluh
Contact Phone: 708.389.1896	Contact Email: mark@publicsafetydirect.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

☑ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☑ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Mark Kozeluh

Title President

Date 10/23/23

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 **of** 0 **(total number of pages)**

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

File #: JPS-P-0067-23 **Agenda Date:** 11/7/2023 **Agenda #:** 17.B.

AWARDING RESOLUTION ISSUED TO
STREICHER'S, INC.
FOR THE PURCHASE OF BALLISTIC AND STAB RESISTANT ARMOR
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $165,000.00)

WHEREAS, contract pricing has been evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Streicher's, Inc., for the purchase of ballistic and stab resistant armor, for the period of December 1, 2023 through November 30, 2024, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the purchase of ballistic and stab resistant armor, for the period of December 1, 2023 through November 30, 2024 for the Sheriff's Office, per contract pursuant to the Governmental Joint Purchasing Act, NASPO/Master Agreement #164720, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Streicher's, Inc., 4777 N. 124th St., Butler, WI 53007, for a contract total amount of $165,000.00.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3496	RFP, BID, QUOTE OR RENEWAL #: Master Contract #164720	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $165,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $660,000.00
	CURRENT TERM TOTAL COST: $165,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: Streicher's Inc	VENDOR #: 40928	DEPT: Sheriff's Office	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Josh Marshall	VENDOR CONTACT PHONE: 262-781-2552	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: joshm@streichers.com	VENDOR WEBSITE: streichers.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Acquisition and replacement of ballistic and stab resistant armor. NASPO ValuePoint Cooperative Purchasing Program

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Required to purchase armor for newly hired deputies and replace armor every 5 years (both ballistic and stab) for current deputies. This contract will also provide for combination stab/ballistic armor for corrections deputies so that multiple pieces of armor do not need to be purchased.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. NASPO Contract pricing
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). Safariland Hardwire body armor selective duty performance and weight considerations. Additionally Safariland offered a combo stab/ballistic that can be utilized for corrections deputies. Pricing was per NASPO Contract pricing

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Streicher's Inc.	Vendor#: 40928	Dept: Sheriff's Office	Division: Budget
Attn: Josh Marshall	Email: joshm@streichers.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 4777 N 124th St	City: Butler	Address: 501 N County Farm Road	City: Wheaton
State: Wisconsin	Zip: 53007	State: IL	Zip: 60187
Phone: 262-781-2552	Fax: 262-781-0444	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Streicher's Inc.	Vendor#: 40928	Dept: Sheriff's Office	Division: Admin
Attn: Josh Marshall	Email: joshm@streichers.com	Attn: Dan Bilodeau	Email: dan.bilodeau@dupagesheriff.org
Address: 4777 N 124th St	City: Butler	Address:	City:
State: Wisconsin	Zip: 53007	State:	Zip:
Phone: 262-781-2552	Fax: 262-781-0444	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		New Ballistic & Stab Vests	FY24	1000	4400	52000		165,000.00	165,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 165,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 164720	Amendment CMS # 182873

1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Safariland, LLC** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164720.

B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174646.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2023, and ending on November 10, 2024.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR	STATE OF COLORADO
Safariland, LLC	**Jared S. Polis, Governor**
By: James Duncan	Department of Personnel and Administration Tony Gherardini, Executive Director
Title: VP and General Manager, Armor	DocuSigned by: [redacted]
[redacted] Signature	**By:** John Chapman, State Purchasing Manager
4AE69CCD4DD94E4...	
Date: 7/21/2023	**Date:** 7/24/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: [redacted] Nathan Manley
66856696CC1A43A...

Date: 7/24/2023

CONCEALABLE ARMOR

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
NIJ Standard 0101.06 Ballistic Resistance | Front and Back Ballistic Panel Set						
***NEW* HARDWIRE® 51**						
1350429-M	HARDWIRE® 51 Level II, A7 - Male Panel Set	HW-2019-05-SB	$1,725.00	$1,035.00	40%	60 Days
1350429-U	HARDWIRE® 51 Level II, A5 - Female Unstructured Panel Set	HW-2019-05-SB	$1,725.00	$1,035.00	40%	60 Days
***NEW* HARDWIRE® 68**						
1350430-M	HARDWIRE® 68 Level IIIA, A7 - Male Panel Set	HW-2019-01-SB	$2,150.00	$1,290.00	40%	60 Days
1350430-U	HARDWIRE® 68 Level IIIA, A5 - Female Unstructured Panel Set	HW-2019-01-SB	$2,150.00	$1,290.00	40%	60 Days
SX™						
1219784-M	SX™ Level II, A7 - Male Panel Set	BA-2000S-SX02	$1,550.00	$930.00	40%	60 Days
1219784-U	SX™ Level II, A5 - Female Unstructured Panel Set	BA-2000S-SX02	$1,550.00	$930.00	40%	60 Days
1219785-F	SX™ Level II, A5 - Female Structured Panel Set	BA-2000S-SX02F	$1,550.00	$930.00	40%	60 Days
1219793-M	SX™ Level IIIA, A7 - Male Panel Set	BA-3A00S-SX02	$2,050.00	$1,230.00	40%	60 Days
1219793-U	SX™ Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-SX02	$2,050.00	$1,230.00	40%	60 Days
1219794-F	SX™ Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-SX02F	$2,050.00	$1,230.00	40%	60 Days
SUMMIT™						
1219782-M	SUMMIT™ Level II, A7 - Male Panel Set	BA-2000S-SM02	$1,600.00	$960.00	40%	60 Days
1219782-U	SUMMIT™ Level II, A5 - Female Unstructured Panel Set	BA-2000S-SM02	$1,600.00	$960.00	40%	60 Days
1219783-F	SUMMIT™ Level II, A5 - Female Structured Panel Set	BA-2000S-SM02F	$1,600.00	$960.00	40%	60 Days
1219791-M	SUMMIT™ Level IIIA, A7 - Male Panel Set	BA-3A00S-SM02	$2,125.00	$1,275.00	40%	60 Days
1219791-U	SUMMIT™ Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-SM02	$2,125.00	$1,275.00	40%	60 Days
1219792-F	SUMMIT™ Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-SM02F	$2,125.00	$1,275.00	40%	60 Days
XTREME®						
1219786-M	XTREME® Level II, A7 - Male Panel Set	BA-2000S-XT03	$1,390.00	$834.00	40%	60 Days
1219786-U	XTREME® Level II, A5 - Female Unstructured Panel Set	BA-2000S-XT03	$1,390.00	$834.00	40%	60 Days
1219787-F	XTREME® Level II, A5 - Female Structured Panel Set	BA-2000S-XT03F	$1,390.00	$834.00	40%	60 Days
1219795-M	XTREME® Level IIIA, A7 - Male Panel Set	BA-3A00S-XT03	$1,625.00	$975.00	40%	60 Days
1219795-U	XTREME® Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-XT03	$1,625.00	$975.00	40%	60 Days
1219796-F	XTREME® Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-XT03F	$1,625.00	$975.00	40%	60 Days
MATRIX®						
1221918-M	MATRIX® Level II, A7 - Male Panel Set	BA-2000S-MR02	$1,100.00	$660.00	40%	60 Days
1221918-U	MATRIX® Level II, A5 - Female Unstructured Panel Set	BA-2000S-MR02	$1,100.00	$660.00	40%	60 Days
1221919-F	MATRIX® Level II, A5 - Female Structured Panel Set	BA-2000S-MR02F	$1,100.00	$660.00	40%	60 Days
1219686-M	MATRIX® Level IIIA, A7 - Male Panel Set	BA-3A00S-MR02	$1,200.00	$720.00	40%	60 Days
1219686-U	MATRIX® Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-MR02	$1,200.00	$720.00	40%	60 Days
1221920-F	MATRIX® Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-MR02F	$1,200.00	$720.00	40%	60 Days
PX						
1219781-M	PX01 Level II, A7 - Male Panel Set	BA-2000S-PX01	$1,625.00	$975.00	40%	60 Days
1219781-U	PX01 Level II, A5 - Female Unstructured Panel Set	BA-2000S-PX01	$1,625.00	$975.00	40%	60 Days

CONCEALABLE ARMOR

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
BV						
1219778-M	BV02 Level II, A7 - Male Panel Set	BA-2000S-BV02	$865.00	$519.00	40%	60 Days
1219778-U	BV02 Level II, A5 - Female Unstructured Panel Set	BA-2000S-BV02	$865.00	$519.00	40%	60 Days
1221352-M	BV02 Level IIIA, A7 - Male Panel Set	BA-3A00S-BV02	$925.00	$555.00	40%	60 Days
1221352-U	BV02 Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-BV02	$925.00	$555.00	40%	60 Days
1345711-M	BV03 Level IIIA, A7 - Male Panel Set	BA-3A00S-BV03	$925.00	$555.00	40%	60 Days
1345711-U	BV03 Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-BV03	$925.00	$555.00	40%	60 Days
NIJ Standard 0115.00 Stab Resistance | Front and Back Ballistic Panel Set						
PRISM						
1219804-M	PRISM Spike 1, A7 - Male Panel Set	PS-1.0	$660.00	$396.00	40%	60 Days
1219804-U	PRISM Spike 1, A5 - Female Unstructured Panel Set	PS-1.0	$660.00	$396.00	40%	60 Days
1219805-M	PRISM Spike 2, A7 - Male Panel Set	PS-2.2	$800.00	$480.00	40%	60 Days
1219805-U	PRISM Spike 2, A5 - Female Unstructured Panel Set	PS-2.2	$800.00	$480.00	40%	60 Days
1219806-M	PRISM Spike 3, A7 - Male Panel Set	PS-3.0	$995.00	$597.00	40%	60 Days
1219806-U	PRISM Spike 3, A5 - Female Unstructured Panel Set	PS-3.0	$995.00	$597.00	40%	60 Days
1345427-M	PRISM Spike 3, A7 - Male Panel Set	PS-3.1	$1,200.00	$720.00	40%	60 Days
1345427-U	PRISM Spike 3, A5 - Female Unstructured Panel Set	PS-3.1	$1,200.00	$720.00	40%	60 Days
NIJ Standard 0101.06 Ballistic Resistance and 0115.00 Stab Resistance | Front and Back Ballistic Panel Set						
PRISM MT						
1301972-M	PRISM MT NS02 Level II/Spike 2, A7 - Male Panel Set	NS02-2020S-ME	$1,875.00	$1,125.00	40%	60 Days
1301972-U	PRISM MT NS02 Level II/Spike 2, A5 - Female Unstructured Panel Set	NS02-2020S-ME	$1,875.00	$1,125.00	40%	60 Days
1302326-M	PRISM MT MT22.2 Level II/Spike 2, A7 - Male Panel Set	MS-2020S-MT22.2	$1,875.00	$1,125.00	40%	60 Days
1302326-U	PRISM MT MT22.2 Level II/Spike 2, A5 - Female Unstructured Panel Set	MS-2020S-MT22.2	$1,875.00	$1,125.00	40%	60 Days
1219802-M	PRISM MT Level IIA/Spike 3, A7 - Male Panel Set	MS-2A30S-MT21	$1,580.00	$948.00	40%	60 Days
1219802-U	PRISM MT Level IIA/Spike 3, A5 - Female Unstructured Panel Set	MS-2A30S-MT21	$1,580.00	$948.00	40%	60 Days
1219803-M	PRISM MT Level IIIA/Spike 3, A7 - Male Panel Set	MS-3A30S-MT01	$1,830.00	$1,098.00	40%	60 Days
1219803-U	PRISM MT Level IIIA/Spike 3, A5 - Female Unstructured Panel Set	MS-3A30S-MT01	$1,830.00	$1,098.00	40%	60 Days
IMPAC™ Stand-Alone SPECIAL THREAT PLATES						
IMPAC-HT (Handgun Threats)						
1001618	IMPAC HT 5X7 Single Curve Rectangle	N/A	$165.00	$99.00	40%	60 Days
1003599	IMPAC HTF 5X7 Single Curve Rectangle Female	N/A	$165.00	$99.00	40%	60 Days
1001628	IMPAC HT 5X8 Single Curve Rectangle	N/A	$165.00	$99.00	40%	60 Days
1348958	IMPAC HTF 5X8 Single Curve Rectangle Female	N/A	$165.00	$99.00	40%	60 Days
1001665	IMPAC HT 7X9 Single Curve Rectangle	N/A	$195.00	$117.00	40%	60 Days
1348959	IMPAC HTF 7X9 Single Curve Rectangle Female	N/A	$195.00	$117.00	40%	60 Days
1348805	IMPAC HT 8X10 Single Curve Shooters Cut	N/A	$240.00	$144.00	40%	60 Days
1348804	IMPAC HT 8X10 Single Curve Rectangle	N/A	$240.00	$144.00	40%	60 Days
1001635	IMPAC HT 10X12 Single Curve Shooters Cut	N/A	$295.00	$177.00	40%	60 Days

CONCEALABLE ARMOR

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1030639	IMPAC HT 10X12 Single Curve Rectangle	N/A	$295.00	$177.00	40%	60 Days
IMPAC-HT1 (Handgun Threat/Spike 1)						
1168057	IMPAC HT1F 5X7 Single Curve Rectangle Female	N/A	$190.00	$114.00	40%	60 Days
1176149	IMPAC HT1 5X7 Single Curve Rectangle	N/A	$190.00	$114.00	40%	60 Days
1168055	IMPAC HT1 5X8 Single Curve Rectangle	N/A	$195.00	$117.00	40%	60 Days
1169415	IMPAC HT1 7X9 Single Curve Rectangle	N/A	$225.00	$135.00	40%	60 Days
1169416	IMPAC HT1 10X12 Single Curve Shooters Cut	N/A	$325.00	$195.00	40%	60 Days
IMPAC - CT/DT (Corrections/Duty Threats)						
1154462	IMPAC CTDT 5X7 Single Curve Rectangle	N/A	$110.00	$66.00	40%	60 Days
1154463	IMPAC CTDT 5X8 Single Curve Rectangle	N/A	$110.00	$66.00	40%	60 Days
1154461	IMPAC CTDT 7X9 Single Curve Rectangle	N/A	$140.00	$84.00	40%	60 Days
1154460	IMPAC CTDT 10X12 Single Curve Shooters Cut	N/A	$180.00	$108.00	40%	60 Days
IMPAC-MT (Multi-Threats)						
1001620	IMPAC MT 5X7 Single Curve Rectangle	N/A	$195.00	$117.00	40%	60 Days
1001632	IMPAC MT 5X8 Single Curve Rectangle	N/A	$195.00	$117.00	40%	60 Days
1001668	IMPAC MT 7X9 Single Curve Rectangle	N/A	$250.00	$150.00	40%	60 Days
1001638	IMPAC MT 10X12 Single Curve Shooters Cut	N/A	$375.00	$225.00	40%	60 Days
TRAUMA PLATES - HARD						
1002536	Polycarb 10X12 Single Curve Shooters Cut	N/A	$45.00	$27.00	40%	60 Days
1002535	Polycarb 10X12 Single Curve Rectangle	N/A	$45.00	$27.00	40%	60 Days
1153322	SHOCK .047X5X8 Multi Curve SA	N/A	$40.00	$24.00	40%	60 Days
1153323	SHOCK .047X5X7 MC SA Female	N/A	$40.00	$24.00	40%	60 Days
TRAUMA PLATES - SOFT						
1220916-57	Hardwire Trauma Plate, 5" X 7"	N/A	$80.00	$48.00	40%	60 Days
1220916-58	Hardwire Trauma Plate, 5" X 8"	N/A	$80.00	$48.00	40%	60 Days
1220916-79	Hardwire Trauma Plate, 7" X 9"	N/A	$120.00	$72.00	40%	60 Days
1346126-57	MATRIX® Soft Trauma Plate, 5" X 7"	N/A	$80.00	$48.00	40%	60 Days
1346126-58	MATRIX® Soft Trauma Plate, 5" X 8"	N/A	$80.00	$48.00	40%	60 Days
1346126-79	MATRIX® Soft Trauma Plate, 7" X 9"	N/A	$120.00	$72.00	40%	60 Days
1220902-57	Soft Trauma Plate, 5" X 7"	N/A	$50.00	$30.00	40%	60 Days
1220902-58	Soft Trauma Plate, 5" X 8"	N/A	$50.00	$30.00	40%	60 Days
1220902-79	Soft Trauma Plate, 7" X 9"	N/A	$60.00	$36.00	40%	60 Days
COVERT CARRIERS - All carriers come standard with Elastic Strap Kits						
COVERT CARRIERS						
1348925	M Series Concealable Carrier	N/A	$195.00	$117.00	40%	60 Days
Available Colors: Black, Navy, White, Tan and OD Green						
1350011	M Plus Series Concealable Carrier	N/A	$220.00	$132.00	40%	60 Days
Available Colors: Black, Navy, White and Tan						

CONCEALABLE ARMOR

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
ULTRA CONCEALED CARRIER						
1355545	F1 Concealable Carrier	N/A	$255.00	$153.00	40%	60 Days
Available Colors: Black, White						
OVERT CARRIERS						
UNIFORM SHIRT CARRIERS - Must Specify with or without Camera Tab						
1303542	U1 Uniform Shirt Carrier, Side Opening	N/A	$425.00	$255.00	40%	60 Days
1303538	U1 Uniform Shirt Carrier, Front Opening	N/A	$425.00	$255.00	40%	60 Days
1303542-6791	U1 DN6791, CLN VCS Side Opening Carrier	N/A	$425.00	$255.00	40%	60 Days
1348332	U1 Uniform Shirt Carrier, Side Opening, Fixed Pockets	N/A	$520.00	$312.00	40%	60 Days
1348331	U1 Uniform Shirt Carrier, Front Opening, Fixed Pockets	N/A	$520.00	$312.00	40%	60 Days
1345758-6700	Uniform Shirt Carrier DN6700, Side Opening, Traditional Molle Webbing	N/A	$460.00	$276.00	40%	60 Days
1345301-6701	Uniform Shirt Carrier DN6701, Front Opening, Traditional Molle Webbing	N/A	$460.00	$276.00	40%	60 Days
Available Colors: Black, Navy, White, OD Green, and Tan						
V1 CARRIERS - ID patches are not included with these carriers. Must be purchased separately.						
1303562	V1 External Carrier, Side Opening, Clean	N/A	$375.00	$225.00	40%	60 Days
1303551	V1 External Carrier, Front Opening, Clean	N/A	$375.00	$225.00	40%	60 Days
1303560	V1 External Carrier, Side Opening, Advanced Webless System	N/A	$460.00	$276.00	40%	60 Days
1303549	V1 External Carrier, Front Opening, Advanced Webless System	N/A	$460.00	$276.00	40%	60 Days
1303564	V1 External Carrier, Side Opening, Fixed Pockets	N/A	$435.00	$261.00	40%	60 Days
1303554	V1 External Carrier, Front Opening, Fixed Pockets	N/A	$435.00	$261.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						
SPECIALTY CARRIERS - See notes regarding ID patches for each carrier below.						
1303547	V1 Firearms Instructor Carrier, Advanced Webless System, Red	N/A	$460.00	$276.00	40%	60 Days
1303548	V1 Firearms Instructor Carrier, Fixed Pockets, Red	N/A	$460.00	$276.00	40%	60 Days
Firearms Instructor ID patches included with this carrier						
1303546	V1 EMS Carrier, Fixed Pockets, Royal Blue	N/A	$460.00	$276.00	40%	60 Days
EMS ID patches included with this carrier						
1303559	V1 Hi-Viz Carrier, Clean, Hi-Viz Yellow	N/A	$405.00	$243.00	40%	60 Days
1303558	V1 Hi-Viz Carrier, Advanced Webless System, Hi-Viz Yellow	N/A	$460.00	$276.00	40%	60 Days
ID patches not included with this this carrier. Must be purchased separately.						
1303518-6566	Oregon City Carrier DN6566, Front Opening, Traditional Modular Webbing	N/A	$460.00	$276.00	40%	60 Days
1303518-6565	Bothell PD Carrier DN6565, Front Opening, Traditionnal Modular Webbing	N/A	$460.00	$276.00	40%	60 Days
ID patches not included with this this carrier. Must be purchased separately.						
1303566-6551	V1 DN6551, Side Opening, Traditional Modular Webbing No Rear ID, FirstSpear® Tubes™	N/A	$515.00	$309.00	40%	60 Days
1303566-6618	V1 DN6618, Side Opening, Traditional Modular Webbing with Rear ID, FirstSpear® Tubes™	N/A	$525.00	$315.00	40%	60 Days
ID patches not included with this this carrier. Must be purchased separately.						

CONCEALABLE ARMOR

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1349981-6774	EXT Carrier DN6774, Advanced Webless System, FirstSpear® Tubes™, Velcro Closure	N/A	$825.00	$495.00	40%	60 Days
1351316	Trauma Plate Retrofit Plate Pocket Insert for DN6774 ONLY	N/A	$20.00	$12.00	40%	60 Days

ID patches not included with this this carrier. Must be purchased separately.

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

TAC OVERT CARRIERS - ID's are not included with these carriers. Must be purchased separately.

1223775	TAC Overt Carrier, Side Opening, Clean	N/A	$360.00	$216.00	40%	60 Days
1348699	TAC Overt Carrier, Side Opening, Clean, Tactical Option	N/A	$385.00	$231.00	40%	60 Days
1290135	TAC Overt Carrier, Side Opening, Traditional Modular Webbing	N/A	$395.00	$237.00	40%	60 Days
1290135-6592	TAC Overt Carrier DN6592, Side Opening, Traditional Modular Webbing	N/A	$525.00	$315.00	40%	60 Days
1290136	TAC Overt Carrier, Side Opening, Fixed Pockets	N/A	$430.00	$258.00	40%	60 Days
1302136	TAC Overt Carrier, Side Opening, Traditional Modular Webbing, Tactical Options	N/A	$425.00	$255.00	40%	60 Days
1345463	TAC Overt Carrier, Side Opening, Fixed Pockets, Tactical Options	N/A	$460.00	$276.00	40%	60 Days

Available Colors: Black, Navy, Tan, Tactical Green

ACCESSORIES

ID PATCHES - Small 5" X 2"

1223589-PS	POLICE	N/A	$12.50	$7.50	40%	60 Days
1223589-SS	SHERIFF	N/A	$12.50	$7.50	40%	60 Days
1223589-CS	CORRECTIONS	N/A	$12.50	$7.50	40%	60 Days
1223589-SPS	STATE POLICE	N/A	$12.50	$7.50	40%	60 Days
1223589-BS	BLANK	N/A	$12.50	$7.50	40%	60 Days

ID PATCHES - Large 8.5" X 3"

1223589-PL	POLICE	N/A	$12.50	$7.50	40%	60 Days
1223589-SL	SHERIFF	N/A	$12.50	$7.50	40%	60 Days
1223589-CL	CORRECTIONS	N/A	$12.50	$7.50	40%	60 Days
1223589-SPL	STATE POLICE	N/A	$12.50	$7.50	40%	60 Days
1223589-BL	BLANK	N/A	$12.50	$7.50	40%	60 Days

Must Specify ID PATCH MATERIAL COLOR and LETTERING COLOR when Ordering

Available Material Colors for All ID PATCHES: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

Available Colors for All ID PATCH LETTERING: Black, White, Yellow, Gray, Green and Reflective

STRAP KITS

1352452-M	SBA Welded Elastic Strap Kit Black	N/A	$25.00	$15.00	40%	60 Days
1352453-M	SBA Welded Elastic Strap Kit White	N/A	$25.00	$15.00	40%	60 Days
1352454-F	SBA Welded Elastic Strap Kit Black	N/A	$25.00	$15.00	40%	60 Days
1352455-F	SBA Welded Elastic Strap Kit White	N/A	$25.00	$15.00	40%	60 Days

CARRY BAG

1221320-C	Concealable Carry Bag With Safariland Logo	N/A	$55.00	$33.00	40%	60 Days

SIZING VESTS

1221258-M	SBA Male Sizing Kit	N/A	$1,000.00	$600.00	40%	60 Days
1221258-F	SBA Female Structured Sizing Kit	N/A	$1,000.00	$600.00	40%	60 Days

CONCEALABLE ARMOR

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
Alteration Fees						
Alteration Fees within 30 Days from Invoice						
	Male Alteration Fee	N/A	$50.00	FREE	40%	60 Days
	Female Alteration Fee	N/A	$50.00	FREE	40%	60 Days
Alteration Fees after 30 days from Invoice						
	Male Alteration Fee	N/A	$100.00	$100.00	40%	60 Days
	Female Alteration Fee	N/A	$100.00	$100.00	40%	60 Days

HYPER X™ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
HYPER X™ TACTICAL SYSTEM						
HYPER X™ CARRIER SYSTEM						
1354120	HYPER X™ Tactical Carrier, AWS, FirstSpear® Tubes™ and VELCRO® Closure without Kangaroo Pkt		$925.00	$555.00	40%	60 Days
1355851	HYPER X™ Plate Rack Carrier, Advanced Webless System, Quick Clip Attach, Interchangeable Closure System		$950.00	$570.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
HYPER X™ BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)						
1354683	HYPER X™ Ballistic Panel Set, Hardwire® 51 Level II	HW-2019-05-SB	$975.00	$585.00	40%	60 Days
1354672	HYPER X™ Ballistic Panel Set, Hardwire® 68 Level IIIA	HW-2019-01-SB	$1,250.00	$750.00	40%	60 Days
1354699	HYPER X™ Ballistic Panel Set, SX™ Level II	BA-2000S-SX02	$950.00	$570.00	40%	60 Days
1354701	HYPER X™ Ballistic Panel Set, SX™ Level IIIA	BA-3A00S-SX02	$1,225.00	$735.00	40%	60 Days
HYPER X™ STAND ALONE TACTICAL SYSTEM						
HYPER X™ Stand Alone Plate Tactical System (Includes: Front and Back Platform, Shoulder Straps, Interchangeable Closure System, Placard, Cummerbund)						
1355920	HyperX SAPI Advanced Webless System, T-Bar Attach, Interchangeable system FirstSpear® Tubes™ & VELCRO® C		$950.00	$570.00	40%	60 Days
1356120	HyperX SAPI Advanced Webless System, Quick Clip Attach, Interchangeable system FirstSpear® Tubes™ & VELCRC		$975.00	$585.00	40%	60 Days
Must use SAPI sized plate backers if using soft armor, Compatible with ALL Stand Alone Plate options, not limited to IMPAC C1/P1, see hard armor pricing for details						
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
HYPER X™ Stand Alone BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)						
1354533	SAPI Plate Backer Ballistic Panel Set, Hardwire® 51 Level II	HW-2019-05-SB	$925.00	$555.00	40%	60 Days
1354534	SAPI Plate Backer Ballistic Panel Set, Hardwire® 68 Level IIIA	HW-2019-01-SB	$1,200.00	$720.00	40%	60 Days
1354537	SAPI Plate Backer Ballistic Panel Set, SX™ Level II	BA-2000S-SX02	$925.00	$555.00	40%	60 Days
1354531	SAPI Plate Backer Ballistic Panel Set, SX™ Level IIIA	BA-3A00S-SX02	$1,200.00	$720.00	40%	60 Days
HYPER X™ TACTICAL SYSTEM BALLISTIC ACCESSORIES						
HYPER X™ NARROW 3" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1355890	HYPER X™ Narrow 3" Cummerbund Ballistic Panel Set, Hardwire® 51 Level II	N/A	$500.00	$300.00	40%	60 Days
1355889	HYPER X™ Narrow 3" Cummerbund Ballistic Panel Set, Hardwire® 68 Level IIIA	N/A	$620.00	$372.00	40%	60 Days
1355997	HYPER X™ Narrow 3" Cummerbund Ballistic Panel Set, SX™ Level II	N/A	$460.00	$276.00	40%	60 Days
1355998	HYPER X™ Narrow 3" Cummerbund Ballistic Panel Set, SX™ Level IIIA	N/A	$580.00	$348.00	40%	60 Days
HYPER X™ STANDARD 5" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1354688	HYPER X™ Cummerbund Ballistic Panel Set, Hardwire® 51 Level II	N/A	$525.00	$315.00	40%	60 Days
1354674	HYPER X™ Cummerbund Ballistic Panel Set, Hardwire® 68 Level IIIA	N/A	$650.00	$390.00	40%	60 Days
1354695	HYPER X™ Cummerbund Ballistic Panel Set, SX™ Level II	N/A	$475.00	$285.00	40%	60 Days
1354709	HYPER X™ Cummerbund Ballistic Panel Set, SX™ Level IIIA	N/A	$610.00	$366.00	40%	60 Days
HYPER X™ WIDE 6" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1354686	HYPER X™ Wide 6" CummerbundBallistic Panel Set, Hardwire® 51 Level II	N/A	$500.00	$300.00	40%	60 Days
1354673	HYPER X™ Wide 6" CummerbundBallistic Panel Set, Hardwire® 68 Level IIIA	N/A	$620.00	$372.00	40%	60 Days
1354696	HYPER X™ Wide 6" CummerbundBallistic Panel Set, SX™ Level II	N/A	$460.00	$276.00	40%	60 Days
1354710	HYPER X™ Wide 6" CummerbundBallistic Panel Set, SX™ Level IIIA	N/A	$580.00	$348.00	40%	60 Days
HYPER X™ EXTERNAL BALLISTIC SHOULDERS (Set of 2)						
1354127	HYPER X™ External Shoulders, Hardwire® 51 Level II	N/A	$295.00	$177.00	40%	60 Days
1354139	HYPER X™ External Shoulders, Hardwire® 68 Level IIIA	N/A	$335.00	$201.00	40%	60 Days
1353987	HYPER X™ External Shoulders, SX™ Level II	N/A	$350.00	$210.00	40%	60 Days
1354136	HYPER X™ External Shoulders, SX™ Level IIIA	N/A	$395.00	$237.00	40%	60 Days

HYPER X™ BALLISTIC COLLAR

1354149	HYPER X™ Collar, Hardwire® 51 Level II	N/A	$285.00	$171.00	40%	60 Days
1354150	HYPER X™ Collar, Hardwire® 68 Level IIIA	N/A	$330.00	$198.00	40%	60 Days
1354151	HYPER X™ Collar, SX™ Level II	N/A	$260.00	$156.00	40%	60 Days
1354152	HYPER X™ Collar, SX™ Level IIIA	N/A	$315.00	$189.00	40%	60 Days

HYPER X™ BALLISTIC STRUCTURED UPPER ARMS

1354128	HYPER X™ Structured Upper Arms, Hardwire® 51 Level II	N/A	$950.00	$570.00	40%	60 Days
1352008	HYPER X™ Structured Upper Arms, Hardwire® 68 Level IIIA	N/A	$1,075.00	$645.00	40%	60 Days
1354132	HYPER X™ Structured Upper Arms, SX™ Level II	N/A	$795.00	$477.00	40%	60 Days
1351314	HYPER X™ Structured Upper Arms, SX™ Level IIIA	N/A	$950.00	$570.00	40%	60 Days

HYPER X™ BALLISTIC LOWER ABDOMEN / SPINE (Single Unit)

1354129	HYPER X™ Lower Abdomen / Spine, Advanced Webless System, Hardwire® 51 Level II	N/A	$250.00	$150.00	40%	60 Days
1353988	HYPER X™ Lower Abdomen / Spine, Advanced Webless System, Hardwire® 68 Level IIIA	N/A	$275.00	$165.00	40%	60 Days
1354133	HYPER X™ Lower Abdomen / Spine, Advanced Webless System, SX™ Level II	N/A	$250.00	$150.00	40%	60 Days
1354137	HYPER X™ Lower Abdomen / Spine, Advanced Webless System, SX™ Level IIIA	N/A	$275.00	$165.00	40%	60 Days

HYPER X™ BALLISTIC GROIN PROTECTOR

1354130	HYPER X™ Groin Protector, Hardwire® 51 Level II	N/A	$375.00	$225.00	40%	60 Days
1353989	HYPER X™ Groin Protector, Hardwire® 68 Level IIIA	N/A	$425.00	$255.00	40%	60 Days
1354134	HYPER X™ Groin Protector, SX™ Level II	N/A	$325.00	$195.00	40%	60 Days
1354138	HYPER X™ Groin Protector, SX™ Level IIIA	N/A	$375.00	$225.00	40%	60 Days

HYPER X™ TACTICAL SYSTEM NON-BALLISTIC ACCESSORIES

HYPERX Zip-On Back AWS Platform

1354719	HyperX AWS Zip-On Back AWS Placard	N/A	$125.00	$75.00	40%	60 Days

HYPER X™ Front Attach Placards

1355436	HYPER X™ Front AWS T-Bar Attach Placard	N/A	$75.00	$45.00	40%	60 Days
1355440	HYPER X™ Front AWS Quick Clip Attach Placard	N/A	$100.00	$60.00	40%	60 Days
1355438	HYPER X™ Front AWS Triple M4 T-Bar Attach Placard	N/A	$150.00	$90.00	40%	60 Days
1355439	HYPER X™ Front AWS Triple M4 Quick Clip Attach Placard	N/A	$175.00	$105.00	40%	60 Days

HYPERX Front Closure Flap AWS Platform

1354439	HyperX Front Closure Flap, AWS Platform	N/A	$75.00	$45.00	40%	60 Days
1354440	HyperX Front Closure Flap, AWS Platform with Kangaroo Pocket	N/A	$100.00	$60.00	40%	60 Days

HYPER X™ ID PATCH - Small 5" X 3"

1223589-S	POLICE - Rifle Retention, Heat Transfer	N/A	$15.00	$9.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®

HYPER X™ ID PATCH - Large 8.5" X 3"

1223589-L	POLICE - Cordura, Heat Transfer	N/A	$15.00	$9.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®

HYPER X™ RADIO / MAGAZINE POUCH

1354720-R	HYPER X™ Radio / Magazine Pouch, VELCRO® Attachment, Right	N/A	$60.00	$36.00	40%	60 Days
1354720-L	HYPER X™ Radio / Magazine Pouch, VELCRO® Attachment, Left	N/A	$60.00	$36.00	40%	60 Days

Available Colors: Black, Coyote Brown

IMPAC™ TRAUMA PLATES - HARD

IMPAC P1						
1347563	IMPAC P1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	$1,025.00	$615.00	40%	60 Days
1347564	IMPAC P1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	$1,025.00	$615.00	40%	60 Days
1347565	IMPAC P1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	$1,090.00	$654.00	40%	60 Days
1347566	IMPAC P1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	$1,335.00	$801.00	40%	60 Days
1347570	IMPAC P1 Special Threat ICW 6X6 Single Curve Square	N/A	$415.00	$249.00	40%	60 Days
IMPAC C1						
1347559	IMPAC C1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	$575.00	$345.00	40%	60 Days
1347560	IMPAC C1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	$625.00	$375.00	40%	60 Days
1347561	IMPAC C1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	$660.00	$396.00	40%	60 Days
1347562	IMPAC C1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	$760.00	$456.00	40%	60 Days
1347537	IMPAC C1 Special Threat ICW 6X6 Single Curve Square	N/A	$360.00	$216.00	40%	60 Days

TACTICAL VESTS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
NEW FAV™ G3 - SAPI SIZING AND SAPI SIZED PLATE POCKETS						
FAV™ G3 CARRIER SYSTEMS						
1351150	FAV™ G3 Tactical Carrier, AWS, FirstSpear® Tubes™ and VELCRO® Closure		$1,125.00	$675.00	40%	60 Days
1351151	FAV™ G3 AWS, w/o Kngr Pkt, Interchangeable system FirstSpear® Tubes™ & VELCRO® Closure		$1,075.00	$645.00	40%	60 Days
1352362	FAV™ G3 Tactical Carrier, TMW, FirstSpear® Tubes™ and VELCRO® Closure		$975.00	$585.00	40%	60 Days
Available with Single Flap or Dual Flap - Must Specify When Ordering						
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS						
FAV™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)						
1354507	FAV™ G3 Ballistics, Hardwire® 51 Level II	HW-2019-05-SB	$1,800.00	$1,080.00	40%	60 Days
1354506	FAV™ G3 Ballistics, Hardwire® 68 Level IIIA	HW-2019-01-SB	$2,195.00	$1,317.00	40%	60 Days
1354512	FAV™ G3 Ballistics, SX™ Level II	BA-2000S-SX02	$1,560.00	$936.00	40%	60 Days
1354504	FAV™ G3 Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$2,040.00	$1,224.00	40%	60 Days
1354515	FAV™ G3 Ballistics, Summit™ Level II	BA-2000S-SM02	$1,560.00	$936.00	40%	60 Days
1354516	FAV™ G3 Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$2,040.00	$1,224.00	40%	60 Days
1354510	FAV™ G3 Ballistics, Xtreme® Level II	BA-2000S-XT03	$1,375.00	$825.00	40%	60 Days
1354511	FAV™ G3 Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$1,620.00	$972.00	40%	60 Days
1354513	FAV™ G3 Ballistics, Matrix® Level II	BA-2000S-MR02	$1,130.00	$678.00	40%	60 Days
1354505	FAV™ G3 Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$1,225.00	$735.00	40%	60 Days
1354514	FAV™ G3 Ballistics, PX Level II	BA-2000S-PX01	$1,625.00	$975.00	40%	60 Days
IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS						
FAV™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1351933	FAV™ G3 Side Ballistics, Hardwire® 51 Level II	N/A	$650.00	$390.00	40%	60 Days
1351920	FAV™ G3 Side Ballistics, Hardwire® 68 Level IIIA	N/A	$760.00	$456.00	40%	60 Days
1351973	FAV™ G3 Side Ballistics, SX™ Level II	N/A	$540.00	$324.00	40%	60 Days
1351167	FAV™ G3 Side Ballistics, SX™ Level IIIA	N/A	$650.00	$390.00	40%	60 Days
1351995	FAV™ G3 Side Ballistics, Summit™ Level II	N/A	$540.00	$324.00	40%	60 Days
1352002	FAV™ G3 Side Ballistics, Summit™ Level IIIA	N/A	$650.00	$390.00	40%	60 Days
1351959	FAV™ G3 Side Ballistics, Xtreme® Level II	N/A	$470.00	$282.00	40%	60 Days
1351966	FAV™ G3 Side Ballistics, Xtreme® Level IIIA	N/A	$525.00	$315.00	40%	60 Days
1351980	FAV™ G3 Side Ballistics, Matrix® Level II	N/A	$410.00	$246.00	40%	60 Days
1351596	FAV™ G3 Side Ballistics, Matrix® Level IIIA	N/A	$425.00	$255.00	40%	60 Days
1351987	FAV™ G3 Side Ballistics, PX01 Level II	N/A	$545.00	$327.00	40%	60 Days
FAV G3™ ACCESSORIES						
FAV™ G3 BALLISTIC SHOULDER INSERTS (Set of 2)						
1351934	FAV™ G3 Shoulder Ballistics, Hardwire® 51 Level II	N/A	$280.00	$168.00	40%	60 Days
1351921	FAV™ G3 Shoulder Ballistics, Hardwire® 68 Level IIIA	N/A	$320.00	$192.00	40%	60 Days
1351974	FAV™ G3 Shoulder Ballistics, SX™ Level II	N/A	$390.00	$234.00	40%	60 Days
1351173	FAV™ G3 Shoulder Ballistics, SX™ Level IIIA	N/A	$430.00	$258.00	40%	60 Days
1351996	FAV™ G3 Shoulder Ballistics, Summit™ Level II	N/A	$390.00	$234.00	40%	60 Days
1352003	FAV™ G3 Shoulder Ballistics, Summit™ Level IIIA	N/A	$430.00	$258.00	40%	60 Days
1351960	FAV™ G3 Shoulder Ballistics, Xtreme® Level II	N/A	$345.00	$207.00	40%	60 Days
1351967	FAV™ G3 Shoulder Ballistics, Xtreme® Level IIIA	N/A	$375.00	$225.00	40%	60 Days
1351981	FAV™ G3 Shoulder Ballistics, Matrix® Level II	N/A	$310.00	$186.00	40%	60 Days
1351597	FAV™ G3 Shoulder Ballistics, Matrix® Level IIIA	N/A	$320.00	$192.00	40%	60 Days
1351988	FAV™ G3 Shoulder Ballistics, PX01 Level II	N/A	$375.00	$225.00	40%	60 Days

TACTICAL VESTS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
FAV™ G3 BALLISTIC COLLAR						
1352016	FAV™ G3 Ballistic Collar, New Hardwire® 68 Level IIIA	N/A	$425.00	$255.00	40%	60 Days
1351327	FAV™ G3 Ballistic Collar, SX™ Level IIIA	N/A	$470.00	$282.00	40%	60 Days
1351743	FAV™ G3 Ballistic Collar, Matrix® Level IIIA	N/A	$380.00	$228.00	40%	60 Days
FAV™ G3 Sizing Vest Kit (Sizing Vest Carrier and 3 Sizing Cummerbunds)						
1354022	FAV™ G3 Sizing Vest Kit	N/A	$550.00	$330.00	40%	60 Days
TITAN™ ASSAULT VEST (TAV)						
TITAN™ ASSAULT VEST CARRIER SYSTEMS						
1314865	TITAN™ Assault Tactical Carrier, Advanced Webless System, FirstSpear® Tubes™	N/A	$1,075.00	$645.00	40%	60 Days
1314867	TITAN™ Assault Tactical Carrier, Advanced Webless System, VELCRO® Brand Closure	N/A	$1,025.00	$615.00	40%	60 Days
1218840	TITAN™ Assault Tactical Carrier, Traditional Modular Webbing, VELCRO® Brand Closure	N/A	$700.00	$420.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						
TITAN™ BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)						
1350943	TITAN™ Assault Ballistics, Hardwire® 51 Level II	HW-2019-05-SB	$1,850.00	$1,110.00	40%	60 Days
1350936	TITAN™ Assault Ballistics, Hardwire® 68 Level IIIA	HW-2019-01-SB	$2,315.00	$1,389.00	40%	60 Days
1221816	TITAN™ Assault Ballistics, SX™ Level II	BA-2000S-SX02	$1,765.00	$1,059.00	40%	60 Days
1221824	TITAN™ Assault Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$2,245.00	$1,347.00	40%	60 Days
1221815	TITAN™ Assault Ballistics, Summit™ Level II	BA-2000S-SM02	$1,765.00	$1,059.00	40%	60 Days
1221823	TITAN™ Assault Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$2,245.00	$1,347.00	40%	60 Days
1221817	TITAN™ Assault Ballistics, Xtreme® Level II	BA-2000S-XT03	$1,550.00	$930.00	40%	60 Days
1221825	TITAN™ Assault Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$1,800.00	$1,080.00	40%	60 Days
1223699	TITAN™ Assault Ballistics, Matrix® Level II	BA-2000S-MR02	$1,215.00	$729.00	40%	60 Days
1223698	TITAN™ Assault Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$1,340.00	$804.00	40%	60 Days
1221814	TITAN™ Assault Ballistics, PX Level II	BA-2000S-PX01	$1,920.00	$1,152.00	40%	60 Days
TITAN™ CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1350966	TITAN™ Assault Side Ballistics, Hardwire® 51 Level II	N/A	$540.00	$324.00	40%	60 Days
1350965	TITAN™ Assault Side Ballistics, Hardwire® 68 Level IIIA	N/A	$590.00	$354.00	40%	60 Days
1219319	TITAN™ Assault Side Ballistics, SX™ Level II	N/A	$525.00	$315.00	40%	60 Days
1219378	TITAN™ Assault Side Ballistics, SX™ Level IIIA	N/A	$570.00	$342.00	40%	60 Days
1219314	TITAN™ Assault Side Ballistics, Summit™ Level II	N/A	$525.00	$315.00	40%	60 Days
1219368	TITAN™ Assault Side Ballistics, Summit™ Level IIIA	N/A	$570.00	$342.00	40%	60 Days
1220840	TITAN™ Assault Side Ballistics, Xtreme® Level II	N/A	$485.00	$291.00	40%	60 Days
1219388	TITAN™ Assault Side Ballistics, Xtreme® Level IIIA	N/A	$525.00	$315.00	40%	60 Days
1218846	TITAN™ Assault Side Ballistics, Matrix® Level II	N/A	$430.00	$258.00	40%	60 Days
1218847	TITAN™ Assault Side Ballistics, Matrix® Level IIIA	N/A	$485.00	$291.00	40%	60 Days
1219305	TITAN™ Assault Side Ballistics, PX01 Level II	N/A	$550.00	$330.00	40%	60 Days
TITAN™ ASSAULT ACCESSORIES						
TITAN™ BALLISTIC YOKE (Includes: Shoulder, Neck and Throat)						
1352018	TITAN™ Assault Yoke, Hardwire® 51 Level II	N/A	$1,100.00	$660.00	40%	60 Days
1352019	TITAN™ Assault Yoke, Hardwire® 68 Level IIIA	N/A	$1,275.00	$765.00	40%	60 Days
1347251	TITAN™ Assault Yoke, SX™ Level II	N/A	$975.00	$585.00	40%	60 Days
1346102	TITAN™ Assault Yoke, SX™ Level IIIA	N/A	$1,155.00	$693.00	40%	60 Days

TACTICAL VESTS

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1347253	TITAN™ Assault Yoke, Summit™ Level II	N/A	$975.00	$585.00	40%	60 Days
1347252	TITAN™ Assault Yoke, Summit™ Level IIIA	N/A	$1,155.00	$693.00	40%	60 Days
1347255	TITAN™ Assault Yoke, Xtreme® Level II	N/A	$915.00	$549.00	40%	60 Days
1347254	TITAN™ Assault Yoke, Xtreme® Level IIIA	N/A	$975.00	$585.00	40%	60 Days
1347256	TITAN™ Assault Yoke, Matrix® Level II	N/A	$795.00	$477.00	40%	60 Days
1346103	TITAN™ Assault Yoke, Matrix® Level IIIA	N/A	$850.00	$510.00	40%	60 Days
1347257	TITAN™ Assault Yoke, PX01 Level II	N/A	$1,000.00	$600.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®

TITAN™ BALLISTIC SHOULDER INSERTS (Set of 4)

1350944	TITAN™ Assault Shoulder Ballistics, Hardwire® 51 Level II	N/A	$725.00	$435.00	40%	60 Days
1350937	TITAN™ Assault Shoulder Ballistics, Hardwire® 68 Level IIIA	N/A	$795.00	$477.00	40%	60 Days
1219549	TITAN™ Assault Shoulder Ballistics, SX™ Level II	N/A	$665.00	$399.00	40%	60 Days
1219559	TITAN™ Assault Shoulder Ballistics, SX™ Level IIIA	N/A	$730.00	$438.00	40%	60 Days
1220908	TITAN™ Assault Shoulder Ballistics, Summit™ Level II	N/A	$665.00	$399.00	40%	60 Days
1219557	TITAN™ Assault Shoulder Ballistics, Summit™ Level IIIA	N/A	$730.00	$438.00	40%	60 Days
1220910	TITAN™ Assault Shoulder Ballistics, Xtreme® Level II	N/A	$660.00	$396.00	40%	60 Days
1219561	TITAN™ Assault Shoulder Ballistics, Xtreme® Level IIIA	N/A	$680.00	$408.00	40%	60 Days
1347230	TITAN™ Assault Shoulder Ballistics, Matrix® Level II	N/A	$640.00	$384.00	40%	60 Days
1303957	TITAN™ Assault Shoulder Ballistics, Matrix® Level IIIA	N/A	$650.00	$390.00	40%	60 Days
1219547	TITAN™ Assault Shoulder Ballistics, PX01 Level II	N/A	$695.00	$417.00	40%	60 Days

TITAN™ SPACER MESH INSERTS (Set of 2)

1219269	TITAN™ Assault Spacer Mesh Padding System (Compatible w/ TMW Platform Only)	N/A	$150.00	$90.00	40%	60 Days

TITAN™ TRIPLE M4 MAG CARRY SET

1219262	TITAN™ Triple M4 Magazine Carry Set	N/A	$37.50	$22.50	40%	60 Days

APV™

APV CARRIER SYSTEMS

1314906	APV Tactical Carrier, Advanced Webless System, Quick-Release System	N/A	$1,180.00	$708.00	40%	60 Days
1314905	APV Tactical Carrier, Advanced Webless System, FirstSpear® Tubes™	N/A	$1,070.00	$642.00	40%	60 Days
1314907	APV Tactical Carrier, Advanced Webless System, VELCRO® Brand Closure	N/A	$945.00	$567.00	40%	60 Days
1218771	APV Tactical Carrier, Traditional Modular Webbing, Quick-Release System	N/A	$920.00	$552.00	40%	60 Days
1218768	APV Tactical Carrier, Traditional Modular Webbing, FirstSpear® Tubes™	N/A	$805.00	$483.00	40%	60 Days
1218775	APV Tactical Carrier, Traditional Modular Webbing, VELCRO® Brand Closure	N/A	$690.00	$414.00	40%	60 Days
1218766	APV Low Vis Carrier, Clean, VELCRO® Brand Closure	N/A	$200.00	$120.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

APV BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1350947	APV Ballistics, Hardwire® 51 Level II	HW-2019-05-SB	$2,030.00	$1,218.00	40%	60 Days
1350940	APV Ballistics, Hardwire® 68 Level IIIA	HW-2019-01-SB	$2,650.00	$1,590.00	40%	60 Days
1221444	APV Ballistics, SX™ Level II	BA-2000S-SX02	$1,965.00	$1,179.00	40%	60 Days
1219720	APV Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$2,550.00	$1,530.00	40%	60 Days
1221443	APV Ballistics, Summit™ Level II	BA-2000S-SM02	$1,975.00	$1,185.00	40%	60 Days
1219718	APV Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$2,550.00	$1,530.00	40%	60 Days
1221445	APV Ballistics, Xtreme® Level II	BA-2000S-XT03	$1,730.00	$1,038.00	40%	60 Days

TACTICAL VESTS

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1221450	APV Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$2,070.00	$1,242.00	40%	60 Days
1314126	APV Ballistics, Matrix® Level II	BA-2000S-MR02	$1,370.00	$822.00	40%	60 Days
1304006	APV Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$1,480.00	$888.00	40%	60 Days
1221286	APV Ballistics, PX Level II	BA-2000S-PX01	$2,165.00	$1,299.00	40%	60 Days
APV INTERNAL BALLISTIC YOKE (Includes: Shoulders, Neck and Throat)						
1352020	APV Yoke, Hardwire® 51 Level II	N/A	$1,085.00	$651.00	40%	60 Days
1352021	APV Yoke, Hardwire® 68 Level IIIA	N/A	$1,275.00	$765.00	40%	60 Days
1347233	APV Yoke, SX™ Level II	N/A	$1,035.00	$621.00	40%	60 Days
1347683	APV Yoke, SX™ Level IIIA	N/A	$1,160.00	$696.00	40%	60 Days
1347235	APV Yoke, Summit™ Level II	N/A	$1,035.00	$621.00	40%	60 Days
1347234	APV Yoke, Summit™ Level IIIA	N/A	$1,160.00	$696.00	40%	60 Days
1347237	APV Yoke, Xtreme® Level II	N/A	$970.00	$582.00	40%	60 Days
1347236	APV Yoke, Xtreme® Level IIIA	N/A	$1,035.00	$621.00	40%	60 Days
1347238	APV Yoke, Matrix® Level II	N/A	$840.00	$504.00	40%	60 Days
1345755	APV Yoke, Matrix® Level IIIA	N/A	$900.00	$540.00	40%	60 Days
1347239	APV Yoke, PX Level II	N/A	$1,065.00	$639.00	40%	60 Days
APV EXTERNAL SHOULDER BALLISTICS (Set of 2)						
1352022	APV Shoulder Ballistics, Hardwire® 51 Level II	N/A	$450.00	$270.00	40%	60 Days
1352025	APV Shoulder Ballistics, Hardwire® 68 Level IIIA	N/A	$520.00	$312.00	40%	60 Days
1347240	APV Shoulder Ballistics, SX™ Level II	N/A	$450.00	$270.00	40%	60 Days
1346112	APV Shoulder Ballistics, SX Level IIIA	N/A	$520.00	$312.00	40%	60 Days
1345582	APV Shoulder Ballistics, Summit™ Level II	N/A	$450.00	$270.00	40%	60 Days
1314086	APV Shoulder Ballistics, Summit™ Level IIIA	N/A	$520.00	$312.00	40%	60 Days
1347241	APV Shoulder Ballistics, Xtreme® Level II	N/A	$430.00	$258.00	40%	60 Days
1313863	APV Shoulder Ballistics, Xtreme® Level IIIA	N/A	$450.00	$270.00	40%	60 Days
1347242	APV Shoulder Ballistics, Matrix® Level II	N/A	$380.00	$228.00	40%	60 Days
1314071	APV Shoulder Ballistics, Matrix® Level IIIA	N/A	$415.00	$249.00	40%	60 Days
1347243	APV Shoulder Ballistics, PX Level II	N/A	$460.00	$276.00	40%	60 Days
APV NON-BALLISTIC SHOULDER PADS (Set of 2)						
1223641	APV Shoulder Pads, Non-Ballistic	N/A	$37.50	$22.50	40%	60 Days
APV RETROFIT KIT						
1346113	APV Retrofit Kit, Advanced Webless System, FirstSpear® Tubes™	N/A	$280.00	$168.00	40%	60 Days
APV TRIPLE M4 MAG CARRY SET						
1219262	APV Triple M4 Magazine Carry Set	N/A	$37.50	$22.50	40%	60 Days

TACTICAL VESTS

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Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
Bark-9™						
1346114	Bark-9™ Canine Platform, VELCRO® Brand Closure	N/A	$195.00	$117.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						
BARK-9 BALLISTIC PANEL INSERTS (Includes: Front and Back Panels)						
1220824	Bark-9™ Ballistics, Xtreme® Level II	N/A	$1,560.00	$936.00	40%	60 Days
1220825	Bark-9™ Ballistics, Xtreme® Level IIIA	N/A	$1,850.00	$1,110.00	40%	60 Days
1223996	Bark-9™ Ballistics, Matrix® Level II	N/A	$1,275.00	$765.00	40%	60 Days
1223995	Bark-9™ Ballistics, Matrix® Level IIIA	N/A	$1,390.00	$834.00	40%	60 Days

PLATE RACK SYSTEMS

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Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
NEW SHIFT 360™ G3 - SAPI SIZIING AND SAPI SIZED PLATE POCKETS						
SHIFT 360™ G3 CARRIER SYSTEMS						
1354771	SHIFT 360™ G3 SAPI AWS, Kangaroo Pkt, FirstSpear® Tubes™	N/A	$900.00	$540.00	40%	60 Days
1354773	SHIFT 360™ G3 SAPI AWS, Kangaroo Pkt, VELCRO® Brand Closure	N/A	$825.00	$495.00	40%	60 Days
1354775	SHIFT 360™ G3 SAPI TMW, Kangaroo Pkt, FirstSpear® Tubes™	N/A	$800.00	$480.00	40%	60 Days
1354776	SHIFT 360™ G3 SAPI TMW, Kangaroo Pkt, VELCRO® Brand Closure	N/A	$725.00	$435.00	40%	60 Days
Available with Single Flap or Dual Flap - Must Specify When Ordering						
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
SHIFT 360™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)						
1354533	SHIFT 360™ G3 Ballistics, New Hardwire® 51 Level II	HW-2019-05-SB	$880.00	$528.00	40%	60 Days
1354534	SHIFT 360™ G3 Ballistics, New Hardwire® 68 Level IIIA	HW-2019-01-SB	$1,145.00	$687.00	40%	60 Days
1354537	SHIFT 360™ G3 Ballistics, SX™ Level II	BA-2000S-SX02	$880.00	$528.00	40%	60 Days
1354531	SHIFT 360™ G3 Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$1,145.00	$687.00	40%	60 Days
1354540	SHIFT 360™ G3 Ballistics, Summit™ Level II	BA-2000S-SM02	$880.00	$528.00	40%	60 Days
1354541	SHIFT 360™ G3 Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$1,145.00	$687.00	40%	60 Days
1354535	SHIFT 360™ G3 Ballistics, Xtreme® Level II	BA-2000S-XT03	$820.00	$492.00	40%	60 Days
1354536	SHIFT 360™ G3 Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$1,020.00	$612.00	40%	60 Days
1354538	SHIFT 360™ G3 Ballistics, Matrix® Level II	BA-2000S-MR02	$700.00	$420.00	40%	60 Days
1354532	SHIFT 360™ G3 Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$765.00	$459.00	40%	60 Days
1354539	SHIFT 360™ G3 Ballistics, PX Level II	BA-2000S-PX01	$950.00	$570.00	40%	60 Days
SHIFT 360™ G3 ACCCESSORIES						
SHIFT 360™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1351937	SHIFT 360™ G3 Cummerbund Ballistics, Hardwire® 51 Level II	N/A	$720.00	$432.00	40%	60 Days
1351922	SHIFT 360™ G3 Cummerbund Ballistics, Hardwire® 68 Level IIIA	N/A	$850.00	$510.00	40%	60 Days
1351977	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level II	N/A	$595.00	$357.00	40%	60 Days
1351168	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level IIIA	N/A	$735.00	$441.00	40%	60 Days
1351999	SHIFT 360™ G3 Cummerbund Ballistics, Summit™ Level II	N/A	$640.00	$384.00	40%	60 Days
1352006	SHIFT 360™ G3 Cummerbund Ballistics, Summit™ Level IIIA	N/A	$740.00	$444.00	40%	60 Days
1351963	SHIFT 360™ G3 Cummerbund Ballistics, Xtreme® Level II	N/A	$565.00	$339.00	40%	60 Days
1351970	SHIFT 360™ G3 Cummerbund Ballistics, Xtreme® Level IIIA	N/A	$575.00	$345.00	40%	60 Days
1351984	SHIFT 360™ G3 Cummerbund Ballistics, Matrix® Level II	N/A	$485.00	$291.00	40%	60 Days
1351598	SHIFT 360™ G3 Cummerbund Ballistics, Matrix® Level IIIA	N/A	$510.00	$306.00	40%	60 Days
1351992	SHIFT 360™ G3 Cummerbund Ballistics, PX Level II	N/A	$660.00	$396.00	40%	60 Days
SHIFT 360™ G3 BALLISTIC COLLAR						
1352015	SHIFT 360™ G3 Ballistic Collar, New Hardwire® 68 Level IIIA	N/A	$410.00	$246.00	40%	60 Days
1351326	SHIFT 360™ G3 Ballistic Collar, SX™ Level IIIA	N/A	$395.00	$237.00	40%	60 Days
1351742	SHIFT 360™ G3 Ballistic Collar, Matrix® Level IIIA	N/A	$310.00	$186.00	40%	60 Days
SHIFT 360™ G3 EXTERNAL SHOULDER BALLISTICS (Set of 2)						
1352012	SHIFT 360™ G3 Shoulder Ballistics, New Hardwire® 68 Level IIIA	N/A	$485.00	$291.00	40%	60 Days
1351323	SHIFT 360™ G3 Shoulder Ballistics, SX Level IIIA	N/A	$485.00	$291.00	40%	60 Days
1351739	SHIFT 360™ G3 Shoulder Ballistics, Matrix® Level IIIA	N/A	$405.00	$243.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
SHIFT 360™ G3 Sizing Vest Kit (Sizing Vest Carrier and 3 Sizing Cummerbunds)						
1354022	SHIFT 360™ G3 Sizing Vest Kit	N/A	$500.00	$300.00	40%	60 Days

PLATE RACK SYSTEMS

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Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
TAC AR™						
TAC AR™ CARRIER SYSTEMS						
1314804	TAC AR™ Advanced Webless System, VELCRO® Brand Closure	N/A	$695.00	$417.00	40%	60 Days
1313940	TAC AR™ Traditional Modular Webbing, VELCRO® Brand Closure	N/A	$490.00	$294.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						
TAC AR™ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 11"x12.5")						
1351072	TAC AR™ Ballistics, Hardwire® 51 Level II	HW-2019-05-SB	$1,030.00	$618.00	40%	60 Days
1351071	TAC AR™ Ballistics, Hardwire® 68 Level IIIA	HW-2019-01-SB	$1,275.00	$765.00	40%	60 Days
1221732	TAC AR™ Ballistics, SX™ Level II	BA-2000S-SX02	$970.00	$582.00	40%	60 Days
1221740	TAC AR™ Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$1,215.00	$729.00	40%	60 Days
1221731	TAC AR™ Ballistics, Summit™ Level II	BA-2000S-SM02	$970.00	$582.00	40%	60 Days
1221739	TAC AR™ Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$1,215.00	$729.00	40%	60 Days
1221733	TAC AR™ Ballistics, Xtreme® Level II	BA-2000S-XT03	$870.00	$522.00	40%	60 Days
1221741	TAC AR™ Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$1,035.00	$621.00	40%	60 Days
1346118	TAC AR™ Ballistics, Matrix® Level II	BA-2000S-MR02	$725.00	$435.00	40%	60 Days
1223931	TAC AR™ Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$800.00	$480.00	40%	60 Days
1221730	TAC AR™ Ballistics, PX Level II	BA-2000S-PX01	$1,010.00	$606.00	40%	60 Days
TAC PR™						
TAC PR™ CARRIER SYSTEMS						
1315134	TAC PR™ Advanced Webless System, Buckle Closure System	N/A	$765.00	$459.00	40%	60 Days
1302567	TAC PR™ Traditional Modular Webbing, Buckle Closure System	N/A	$435.00	$261.00	40%	60 Days
1315022	TAC PR™ Traditional Modular Webbing, FirstSpear® Tubes™	N/A	$610.00	$366.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						
TAC PR™ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 11"x12.5")						
1351072	TAC PR™ Ballistics, Hardwire® 51 Level II	HW-2019-05-SB	$1,030.00	$618.00	40%	60 Days
1351071	TAC PR™ Ballistics, Hardwire® 68 Level IIIA	HW-2019-01-SB	$1,275.00	$765.00	40%	60 Days
1221732	TAC PR™ Ballistics, SX™ Level II	BA-2000S-SX02	$970.00	$582.00	40%	60 Days
1221740	TAC PR™ Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$1,215.00	$729.00	40%	60 Days
1221731	TAC PR™ Ballistics, Summit™ Level II	BA-2000S-SM02	$970.00	$582.00	40%	60 Days
1221739	TAC PR™ Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$1,215.00	$729.00	40%	60 Days
1221733	TAC PR™ Ballistics, Xtreme® Level II	BA-2000S-XT03	$870.00	$522.00	40%	60 Days
1221741	TAC PR™ Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$1,035.00	$621.00	40%	60 Days
1346118	TAC PR™ Ballistics, Matrix® Level II	BA-2000S-MR02	$725.00	$435.00	40%	60 Days
1223931	TAC PR™ Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$800.00	$480.00	40%	60 Days
1221730	TAC PR™ Ballistics, PX Level II	BA-2000S-PX01	$1,010.00	$606.00	40%	60 Days
TAC PH™						
***NEW* TAC PH™ G3 (GEN III) CARRIER SYSTEMS**						
1355810	TAC PH G3 SAPI TMW FST Plate Carrier	N/A	$305.00	$183.00	40%	60 Days
1355833	TAC PH G3 FEMALE TMW FST Plate Carrier	N/A	$305.00	$183.00	40%	60 Days
1356451	TAC PH G3 SAPI TMW Buckle Closure Plate Carrier	N/A	$285.00	$171.00	40%	60 Days
1356452	TAC PH G3 FEMALE 8X10 TMW Buckle Closure Plate Carrier	N/A	$285.00	$171.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						

PLATE RACK SYSTEMS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
TAC PH™ (GEN II) BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 10"x12")						
1351076	TAC PH (GEN II) Ballistics, New Hardwire® 51 Level IIIA	HW-2019-05-SB	$880.00	$528.00	40%	60 Days
1351075	TAC PH (GEN II) Ballistics, New Hardwire® 68 Level IIIA	HW-2019-01-SB	$1,185.00	$711.00	40%	60 Days
1221705	TAC PH (GEN II) Ballistics, SX™ Level II	BA-2000S-SX02	$860.00	$516.00	40%	60 Days
1221713	TAC PH (GEN II) Ballistics, SX™ Level IIIA	BA-3A00S-SX02	$1,145.00	$687.00	40%	60 Days
1221704	TAC PH (GEN II) Ballistics, Summit™ Level II	BA-2000S-SM02	$925.00	$555.00	40%	60 Days
1221712	TAC PH (GEN II) Ballistics, Summit™ Level IIIA	BA-3A00S-SM02	$1,145.00	$687.00	40%	60 Days
1221706	TAC PH (GEN II) Ballistics, Xtreme® Level II	BA-2000S-XT03	$820.00	$492.00	40%	60 Days
1221714	TAC PH (GEN II) Ballistics, Xtreme® Level IIIA	BA-3A00S-XT03	$1,020.00	$612.00	40%	60 Days
1224030	TAC PH (GEN II) Ballistics, Matrix® Level II	BA-2000S-MR02	$695.00	$417.00	40%	60 Days
1223930	TAC PH (GEN II) Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	$765.00	$459.00	40%	60 Days
1221703	TAC PH™ (GEN II) Ballistics, PX Level II	BA-2000S-PX01	$950.00	$570.00	40%	60 Days

TACTICAL ACCESSORIES

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
BALLISTIC ACCESSORIES					
G3 THROAT - FAV™ G3 and SHIFT 360™ G3					
1352007	G3 Throat, Hardwire® 68 Level IIIA	$350.00	$210.00	40%	60 Days
1351312	G3 Throat, SX™ Level IIIA	$335.00	$201.00	40%	60 Days
1351734	G3 Throat, Matrix® Level IIIA	$270.00	$162.00	40%	60 Days
G3 STRUCTURED UPPER ARMS - FAV™ G3 and SHIFT 360™ G3					
1352008	G3 Structured Upper Arms, Hardwire® 68 Level IIIA	$1,015.00	$609.00	40%	60 Days
1351314	G3 Structured Upper Arms, SX™ Level IIIA	$900.00	$540.00	40%	60 Days
1351735	G3 Structured Upper Arms, Matrix® Level IIIA	$705.00	$423.00	40%	60 Days
G3 LOWER ABDOMEN / SPINE (Single Unit) - FAV™ G3 and SHIFT 360™ G3					
1352009	G3 Lower Abdomen / Spine, Hardwire® 68 Level IIIA	$410.00	$246.00	40%	60 Days
1351317	G3 Lower Abdomen / Spine, SX™ Level IIIA	$360.00	$216.00	40%	60 Days
1351736	G3 Lower Abdomen / Spine, Matrix® Level IIIA	$285.00	$171.00	40%	60 Days
1352515	G3 Lower Abdomen / Spine, Traditional Modular Webbing, Hardwire® 68 Level IIIA	$385.00	$231.00	40%	60 Days
1352514	G3 Lower Abdomen / Spine, Traditional Modular Webbing, SX™ Level IIIA	$335.00	$201.00	40%	60 Days
1352513	G3 Lower Abdomen / Spine, Traditional Modular Webbing, Matrix® Level IIIA	$260.00	$156.00	40%	60 Days
G3 ENHANCED GROIN - FAV™ G3 and SHIFT 360™ G3					
1352011	G3 Enhanced Groin, Hardwire® 68 Level IIIA	$750.00	$450.00	40%	60 Days
1351322	G3 Enhanced Groin, SX™ Level IIIA	$690.00	$414.00	40%	60 Days
1351738	G3 Enhanced Groin, Matrix® Level IIIA	$535.00	$321.00	40%	60 Days
1352518	G3 Enhanced Groin, Traditional Modular Webbing, Hardwire® 68 Level IIIA	$700.00	$420.00	40%	60 Days
1352517	G3 Enhanced Groin, Traditional Modular Webbing, SX™ Level IIIA	$655.00	$393.00	40%	60 Days
1352516	G3 Enhanced Groin, Traditional Modular Webbing, Matrix® Level IIIA	$500.00	$300.00	40%	60 Days
G3 STANDARD GROIN - FAV™ G3 and SHIFT 360™ G3					
1352010	G3 Standard Groin, Hardwire® 68 Level IIIA	$445.00	$267.00	40%	60 Days
1351318	G3 Standard Groin, SX™ Level IIIA	$400.00	$240.00	40%	60 Days
1351737	G3 Standard Groin, Matrix® Level IIIA	$280.00	$168.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

BALLISTIC ACCESSORIES					
COLLAR					
1352026	Collar, Hardwire® 68 Level IIIA	$460.00	$276.00	40%	60 Days
1314363	Collar, SX Level IIIA	$270.00	$162.00	40%	60 Days
1223900	Collar, Matrix® Level IIIA	$230.00	$138.00	40%	60 Days
THROAT					
1352027	Throat, Hardwire® 68 Level IIIA	$385.00	$231.00	40%	60 Days
1314364	Throat, SX Level IIIA	$290.00	$174.00	40%	60 Days
1223901	Throat, Matrix® Level IIIA	$245.00	$147.00	40%	60 Days

TACTICAL ACCESSORIES

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
STRUCTURED UPPER ARMS					
1352028	Structured Upper Arms, Hardwire® 68 Level IIIA	$1,200.00	$720.00	40%	60 Days
1314408	Structured Upper Arms, SX Level IIIA	$1,025.00	$615.00	40%	60 Days
1224020	Structured Upper Arms, Matrix® Level IIIA	$755.00	$453.00	40%	60 Days
STRUCTURED UPPER ARMS - SHORT					
1352028	Structured Upper Arms, Short, Hardwire® 68 Level IIIA	$1,015.00	$609.00	40%	60 Days
1314408	Structured Upper Arms, Short, SX Level IIIA	$900.00	$540.00	40%	60 Days
1224020	Structured Upper Arms, Short, Matrix® Level IIIA	$670.00	$402.00	40%	60 Days
STANDARD UPPER ARMS					
1352029	Standard Upper Arms, Hardwire® 68 Level IIIA	$900.00	$540.00	40%	60 Days
1346254	Standard Upper Arms, SX Level IIIA	$840.00	$504.00	40%	60 Days
1223902	Standard Upper Arms, Matrix® Level IIIA	$620.00	$372.00	40%	60 Days
STANDARD UPPER ARMS - SHORT					
1352029	Standard Upper Arms, Short, Hardwire® 68 Level IIIA	$775.00	$465.00	40%	60 Days
1346254	Standard Upper Arms, Short, SX Level IIIA	$740.00	$444.00	40%	60 Days
1223902	Standard Upper Arms, Short, Matrix® Level IIIA	$570.00	$342.00	40%	60 Days
LOWER ABDOMEN / SPINE (Single Unit)					
1352030	Lower Abdomen / Spine, Advanced Webless System, Hardwire® 68 Level IIIA	$465.00	$279.00	40%	60 Days
1346116	Lower Abdomen / Spine, Advanced Webless System, SX Level IIIA	$350.00	$210.00	40%	60 Days
1346720	Lower Abdomen / Spine, Advanced Webless System, Matrix® Level IIIA	$300.00	$180.00	40%	60 Days
ENHANCED GROIN					
1352031	Enhanced Groin, Advanced Webless System, Hardwire® 68 Level IIIA	$885.00	$531.00	40%	60 Days
1314998	Enhanced Groin, Advanced Webless System, SX Level IIIA	$755.00	$453.00	40%	60 Days
1315126	Enhanced Groin, Advanced Webless System, Matrix® Level IIIA	$550.00	$330.00	40%	60 Days
1352032	Enhanced Groin, Traditional Modular Webbing, Hardwire® 68 Level IIIA	$765.00	$459.00	40%	60 Days
1346107	Enhanced Groin, Traditional Modular Webbing, SX Level IIIA	$640.00	$384.00	40%	60 Days
1346108	Enhanced Groin, Traditional Modular Webbing, Matrix® Level IIIA	$460.00	$276.00	40%	60 Days
STANDARD GROIN					
1352033	Standard Groin, Hardwire® 68 Level IIIA	$475.00	$285.00	40%	60 Days
1314103	Standard Groin, SX Level IIIA	$440.00	$264.00	40%	60 Days
1314162	Standard Groin, Matrix® Level IIIA	$320.00	$192.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

TACTICAL ACCESSORIES

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
TACTICAL BELTS					
TACTICAL BELT					
1314900	Tactical Belt Carrier w/ Advanced Webless System	$360.00	$216.00	40%	60 Days
1346109	Tactical Belt Carrier w/ Traditional Modular Webbing	$275.00	$165.00	40%	60 Days
TACTICAL BELT BALLISTIC PANEL INSERTS					
1350973	Tactical Belt, Hardwire® 68 Level IIIA	$995.00	$597.00	40%	60 Days
1219376	Tactical Belt, SX Level IIIA	$900.00	$540.00	40%	60 Days
1223720	Tactical Belt, Matrix® Level IIIA	$640.00	$384.00	40%	60 Days
TACTICAL BELT NON-BALLISTIC					
1346110	Tactical Belt, Non-Ballistic w/ Traditional Modular Webbing	$110.00	$66.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

NON-BALLISTIC ACCESSORIES					
ID PATCHES - Small 5" X 2"					
1223589-PS	POLICE	$12.50	$7.50	40%	60 Days
1223589-SS	SHERIFF	$12.50	$7.50	40%	60 Days
1223589-CS	CORRECTIONS	$12.50	$7.50	40%	60 Days
1223589-SPS	STATE POLICE	$12.50	$7.50	40%	60 Days
1223589-BS	BLANK	$12.50	$7.50	40%	60 Days
ID PATCHES - Large 8.5" X 3"					
1223589-PL	POLICE	$12.50	$7.50	40%	60 Days
1223589-SL	SHERIFF	$12.50	$7.50	40%	60 Days
1223589-CL	CORRECTIONS	$12.50	$7.50	40%	60 Days
1223589-SPL	STATE POLICE	$12.50	$7.50	40%	60 Days
1223589-BL	BLANK	$12.50	$7.50	40%	60 Days

Must Specify ID PATCH MATERIAL COLOR and LETTERING COLOR when Ordering

Available Material Colors for All ID PATCHES: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

Available Colors for All ID PATCH LETTERING: Black, White, Yellow, Gray, Green and Reflective

TACTICAL CARRY BAGS					
1219279-T	Tactical Vest Carry Bag	$190.00	$114.00	40%	60 Days
1219279-P	Plate Rack Carry Bag, DN6458	$145.00	$87.00	40%	60 Days
WEAPON RETENTION Accessory (Set of 2)					
1223588	Weapon Retention Accessory	$65.00	$39.00	40%	60 Days

TACTICAL POUCHES

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
LT LINE - LIGHTWEIGHT TACTICAL POUCHES					
AMMUNITION / MAGAZINE LIGHTWEIGHT POUCHES w/ BLUE FORCE GEAR® HELIUM WHISPER™ BACKER					
1219669-LT4	LT4, M4 Magazine Pouch, Double, Stacked	$85.00	$51.00	40%	60 Days
1219669-LT5	LT5, M4 Magazine Pouch, Single	$75.00	$45.00	40%	60 Days
1219669-LT5A	LT5A, M4 Magazine Pouch, Double	$100.00	$60.00	40%	60 Days
1219669-LT5B	LT5B, M4 Magazine Pouch, Triple	$115.00	$69.00	40%	60 Days
1219669-LT7	LT7, M4/Side Arm Magazine Pouch, Dual/Double	$110.00	$66.00	40%	60 Days
1219669-LT9	LT9, SR25 Magazine Pouch, Single	$85.00	$51.00	40%	60 Days
1219669-LT10	LT10, Side Arm Magazine Pouch, Single	$65.00	$39.00	40%	60 Days
1219669-LT10A	LT10A, Side Arm Magazine Pouch, Double	$75.00	$45.00	40%	60 Days
1219669-LT10B	LT10B, Side Arm Magazine Pouch, Triple	$95.00	$57.00	40%	60 Days
LESS LETHAL LIGHTWEIGHT POUCHES w/ BLUE FORCE GEAR® HELIUM WHISPER™ BACKER					
1219669-LT12C	LT12C, 37/40 MM Less Lethal Pouch, 7 Round	$125.00	$75.00	40%	60 Days
1219669-LT13	LT13, MK3/MK4 Aerosol Pouch	$65.00	$39.00	40%	60 Days
1219669-LT16	LT16, #25 Distraction Device Pouch, Single	$50.00	$30.00	40%	60 Days
UTILITY / MISCELLANEOUS LIGHTWEIGHT POUCHES w/ BLUE FORCE GEAR® HELIUM WHISPER™ BACKER					
1219669-LT14	LT14, Expandable Baton/Flashlight Pouch, Single	$70.00	$42.00	40%	60 Days
1219669-LT14A	LT14A, Expandable Baton/Flashlight Pouch, Double	$85.00	$51.00	40%	60 Days
1219669-LT17	LT17, Handcuff Pouch, Single	$65.00	$39.00	40%	60 Days
1219669-LT17A	LT17A, Handcuff Pouch, Double	$70.00	$42.00	40%	60 Days
1219669-LT18	LT18, Gas Mask Pouch	$145.00	$87.00	40%	60 Days
1219669-LT19	LT19, Utility Pouch, 8" X 8"	$135.00	$81.00	40%	60 Days
1219669-LT19A	LT19A, Utility Pouch, 4" X 8", Vertical	$95.00	$57.00	40%	60 Days
1219669-LT19B	LT19B, Utility Pouch, 4" X 8", Horizontal	$90.00	$54.00	40%	60 Days
1219669-LT20	LT20, Medical Pouch	$115.00	$69.00	40%	60 Days
1219669-LT21	LT21, Radio Pouch, Universal	$95.00	$57.00	40%	60 Days
1219669-LT21A	LT21A, Radio Pouch w/ Bungee, Universal	$80.00	$48.00	40%	60 Days
1219669-LT33	LT33, Tourniquet Pouch	$65.00	$39.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

TP LINE - TACTICAL POUCHES					
AMMUNITION / MAGAZINE POUCHES					
1219671-TP4	TP4, M4 Magazine Pouch, Double, Stacked	$45.00	$27.00	40%	60 Days
1219671-TP4A	TP4A, M4 Magazine Pouch, Double, Staggered	$40.00	$24.00	40%	60 Days
1219671-TP5	TP5, M4 Magazine Pouch, Single	$35.00	$21.00	40%	60 Days
1219671-TP5A	TP5A, M4 Magazine Pouch, Double	$40.00	$24.00	40%	60 Days
1219671-TP5B	TP5B, M4 Magazine Pouch, Triple	$55.00	$33.00	40%	60 Days
1219671-TP6	TP6, M4 Magazine Pouch, Short, Single	$35.00	$21.00	40%	60 Days
1219671-TP6A	TP6A, M4 Magazine Pouch, Short, Double	$40.00	$24.00	40%	60 Days
1219671-TP7	TP7, M4/Side Arm Magazine Pouch, Dual/Double	$45.00	$27.00	40%	60 Days
1219671-TP9	TP9, SR25 Magazine Pouch, Single	$35.00	$21.00	40%	60 Days
1219671-TP9A	TP9A, SR25 Magazine Pouch, Double	$45.00	$27.00	40%	60 Days
1219671-TP10	TP10, Side Arm Magazine Pouch, Single	$35.00	$21.00	40%	60 Days
1219671-TP10A	TP10A, Side Arm Magazine Pouch, Double	$45.00	$27.00	40%	60 Days
1219671-TP10B	TP10B, Side Arm Magazine Pouch, Triple	$45.00	$27.00	40%	60 Days

TACTICAL POUCHES

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1219671-TP11	TP11, 12 Round Shot Shell Pouch	$50.00	$30.00	40%	60 Days
1219671-TP11A	TP11A, 24 Round Shot Shell Pouch	$70.00	$42.00	40%	60 Days
LESS LETHAL POUCHES					
1219671-TP12	TP12, 37/40 MM Less Lethal Pouch, Single	$35.00	$21.00	40%	60 Days
1219671-TP12A	TP12A, 37/40 MM Less Lethal Pouch, Double	$40.00	$24.00	40%	60 Days
1219671-TP12B	TP12B, 37/40 MM Less Lethal Pouch, Triple	$50.00	$30.00	40%	60 Days
1219671-TP12C	TP12C, 37/40 MM Less Lethal Pouch, 7 Round	$55.00	$33.00	40%	60 Days
1219671-TP12D	TP12D, 37/40 MM Less Lethal Pouch, 7 Round, Flip Down	$115.00	$69.00	40%	60 Days
1219671-TP13	TP13, MK3/MK4 Aerosol Pouch	$35.00	$21.00	40%	60 Days
1219671-TP15	TP15, Grenade Pouch, Single	$45.00	$27.00	40%	60 Days
1219671-TP15A	TP15A, Grenade Pouch, Double	$50.00	$30.00	40%	60 Days
1219671-TP16	TP16, #25 Distraction Device Pouch, Single	$30.00	$18.00	40%	60 Days
UTILITY / MISCELLANEOUS POUCHES					
1219671-TP14	TP14, Expandable Baton/Flashlight Pouch, Single	$40.00	$24.00	40%	60 Days
1219671-TP14A	TP14A, Expandable Baton/Flashlight Pouch, Double	$40.00	$24.00	40%	60 Days
1219671-TP14B	TP14B, 26" Expandable Baton Pouch, Single	$50.00	$30.00	40%	60 Days
1219671-TP14C	TP14C, Pelican 7060 Flashlight Pouch, Single	$50.00	$30.00	40%	60 Days
1219671-TP17	TP17, Handcuff Pouch, Single	$35.00	$21.00	40%	60 Days
1219671-TP17A	TP17A, Handcuff Pouch, Double	$40.00	$24.00	40%	60 Days
1219671-TP18	TP18, Gas Mask Pouch	$70.00	$42.00	40%	60 Days
1219671-TP19	TP19, Utility Pouch, 8" X 8"	$50.00	$30.00	40%	60 Days
1219671-TP19A	TP19A, Utility Pouch, 4" X 8", Vertical	$45.00	$27.00	40%	60 Days
1219671-TP19B	TP19B, Utility Pouch, 4" X 8", Horizontal	$45.00	$27.00	40%	60 Days
1219671-TP20	TP20, Medical Pouch	$70.00	$42.00	40%	60 Days
1219671-TP21	TP21, Radio Pouch, Universal	$50.00	$30.00	40%	60 Days
1219671-TP21A	TP21A, Radio Pouch w/ Bungee, Universal	$60.00	$36.00	40%	60 Days
1219671-TP21B	TP21B, Apex 6000 Radio	$75.00	$45.00	40%	60 Days
1219671-TP22	TP22, Hydration Pouch, 2.5L	$55.00	$33.00	40%	60 Days
1222161-TP22	TP22B, Hydration Bladder, 2.5L	$40.00	$24.00	40%	60 Days
1219671-TP24	TP24, 6" X 6" Side Plate Pouch	$40.00	$24.00	40%	60 Days
1219671-TP32	TP32, Dump Pouch, Stowable	$115.00	$69.00	40%	60 Days
1219671-TP33	TP33, Tourniquet Pouch	$70.00	$42.00	40%	60 Days
1219671-TP58B	PTA-TP58B, Small Rechargable Light Pouch	$60.00	$36.00	40%	60 Days
1219671-TP62	PTA-TP62, Utility Pouch, 6" X 4"	$70.00	$42.00	40%	60 Days
1219671-TP83	PTA-TP83, Flashlight Pouch	$50.00	$30.00	40%	60 Days
1219671-TP99	PTA-TP99, Galxy/Iphone Pouch, 500D Black	$90.00	$54.00	40%	60 Days
1220970-BLK	PTA-G Belt Loop Kit, Modular Belt Loop Set, Five (5) Belt Loops Per Set	$80.00	$48.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

LEGACY CONCEALABLE CARRIERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
LEGACY CARRIERS					
ABA COVERT CARRIERS					
1218312	Xtreme Carrier	$190.00	$114.00	40%	60 Days
1219648	Xtreme Polycotton Carrier	$170.00	$102.00	40%	60 Days
Available Colors: Black, Navy, White, Tan and OD Green					
ABA OVERT CARRIERS - ID patches are not included with these carriers. Must be purchased separately.					
1302549	ABA Tactical Assault Carrier "TAC" Clean	$300.00	$180.00	40%	60 Days
1302550	ABA Tactical Assault Carrier "TAC" Clean, Tactical	$375.00	$225.00	40%	60 Days
1302546	ABA Tactical Assault Carrier "TAC" Modular Webbing	$335.00	$201.00	40%	60 Days
1302548	ABA Tactical Assault Carrier "TAC" Modular Webbing, Tactical	$380.00	$228.00	40%	60 Days
1219399	ABA Tactical Assault Carrier "TAC" Fixed Pockets	$425.00	$255.00	40%	60 Days
1302547	ABA Tactical Assault Carrier "TAC" Fixed Pockets, Tactical	$435.00	$261.00	40%	60 Days
1219641	ABA Uniform Shirt Carrier, Two (2) Pockets	$335.00	$201.00	40%	60 Days
1219644	ABA Uniform Shirt Carrier, Four (4) Pockets	$335.00	$201.00	40%	60 Days
1314031-OC	ABA Oregon City Carrier, Front Opening TAC, DN6313	$435.00	$261.00	40%	60 Days
1314031-BC	ABA Bothell PD Carrier, TAC, DN 6501	$435.00	$261.00	40%	60 Days
Available Colors: Black, Navy, Tan, Tactical Green, Red					
SECOND CHANCE COVERT CARRIERS					
1218311	APEX Carrier	$190.00	$114.00	40%	60 Days
1219602	SPA Carrier	$170.00	$102.00	40%	60 Days
Available Colors: Black, Navy, White, Tan and OD Green					
SECOND CHANCE OVERT CARRIERS - ID patches are not included with these carriers. Must be purchased separately.					
1219608	SCA Tactical Assault Carrier "TAC" Clean	$300.00	$180.00	40%	60 Days
1302319	SCA Tactical Assault Carrier "TAC" Clean, Tactical	$375.00	$225.00	40%	60 Days
1302443	SCA Tactical Assault Carrier "TAC" Modular Webbing	$355.00	$213.00	40%	60 Days
1302167	SCA Tactical Assault Carrier "TAC" Modular Webbing, Tactical	$380.00	$228.00	40%	60 Days
1219616	SCA Tactical Assault Carrier "TAC" Fixed Pockets	$425.00	$255.00	40%	60 Days
1302155	SCA Tactical Assault Carrier "TAC" Fixed Pockets, Tactical	$435.00	$261.00	40%	60 Days
1219629	SCA Uniform Shirt Carrier, Two (2) Pockets	$335.00	$201.00	40%	60 Days
1219634	SCA Uniform Shirt Carrier, Four (4) Pockets	$335.00	$201.00	40%	60 Days
1304127-OC	SCA Oregon City Carrier, Front Opening TAC, DN6313	$435.00	$261.00	40%	60 Days
1304127-BC	SCA Bothell PD Carrier, TAC, DN 6501	$435.00	$261.00	40%	60 Days
Available Colors: Black, Navy, Tan, Tactical Green, Red					

LEGACY TACTICAL VESTS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
FAV™					
FAV™ CARRIER SYSTEMS					
1314851	FAV™ Tactical Carrier, Advanced Webless System, Quick-Release System	$1,205.00	$723.00	40%	60 Days
1314849	FAV™ Tactical Carrier, Advanced Webless System, FirstSpear® Tubes™	$1,130.00	$678.00	40%	60 Days
1314852	FAV™ Tactical Carrier, Advanced Webless System, VELCRO® Brand Closure	$1,035.00	$621.00	40%	60 Days
1218798	FAV™ Tactical Carrier, Traditional Modular Webbing, Quick-Release System	$1,155.00	$693.00	40%	60 Days
1218795	FAV™ Tactical Carrier, Traditional Modular Webbing, FirstSpear® Tubes™	$1,070.00	$642.00	40%	60 Days
1218801	FAV™ Tactical Carrier, Traditional Modular Webbing, VELCRO® Brand Closure	$900.00	$540.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®					
FAV™ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)					
1354639	FAV™ Ballistics, Hardwire® 51 Level II	$1,770.00	$1,062.00	40%	60 Days
1354638	FAV™ Ballistics, Hardwire® 68 Level IIIA	$2,185.00	$1,311.00	40%	60 Days
1354631	FAV™ Ballistics, SX™ Level II	$1,530.00	$918.00	40%	60 Days
1354630	FAV™ Ballistics, SX™ Level IIIA	$2,100.00	$1,260.00	40%	60 Days
1354637	FAV™ Ballistics, Summit™ Level II	$1,685.00	$1,011.00	40%	60 Days
1354636	FAV™ Ballistics, Summit™ Level IIIA	$2,035.00	$1,221.00	40%	60 Days
1354635	FAV™ Ballistics, Xtreme® Level II	$1,475.00	$885.00	40%	60 Days
1354634	FAV™ Ballistics, Xtreme® Level IIIA	$1,745.00	$1,047.00	40%	60 Days
1354633	FAV™ Ballistics, Matrix® Level II	$1,215.00	$729.00	40%	60 Days
1354632	FAV™ Ballistics, Matrix® Level IIIA	$1,325.00	$795.00	40%	60 Days
1354640	FAV™ Ballistics, PX Level II	$1,770.00	$1,062.00	40%	60 Days
FAV™ CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)					
1350966	FAV™ Side Ballistics, Hardwire® 51 Level II	$540.00	$324.00	40%	60 Days
1350965	FAV™ Side Ballistics, Hardwire® 68 Level IIIA	$590.00	$354.00	40%	60 Days
1219319	FAV™ Side Ballistics, SX™ Level II	$525.00	$315.00	40%	60 Days
1219378	FAV™ Side Ballistics, SX™ Level IIIA	$570.00	$342.00	40%	60 Days
1219314	FAV™ Side Ballistics, Summit™ Level II	$525.00	$315.00	40%	60 Days
1219368	FAV™ Side Ballistics, Summit™ Level IIIA	$570.00	$342.00	40%	60 Days
1220840	FAV™ Side Ballistics, Xtreme® Level II	$485.00	$291.00	40%	60 Days
1219388	FAV™ Side Ballistics, Xtreme® Level IIIA	$525.00	$315.00	40%	60 Days
1218846	FAV™ Side Ballistics, Matrix® Level II	$430.00	$258.00	40%	60 Days
1218847	FAV™ Side Ballistics, Matrix® Level IIIA	$485.00	$291.00	40%	60 Days
1219305	FAV™ Side Ballistics, PX01 Level II	$550.00	$330.00	40%	60 Days
FAV™ BALLISTIC SHOULDER INSERTS (Set of 4)					
1350934	FAV™ Shoulder Ballistics, Hardwire® 51 Level II	$370.00	$222.00	40%	60 Days
1350933	FAV™ Shoulder Ballistics, Hardwire® 68 Level IIIA	$435.00	$261.00	40%	60 Days
1219415	FAV™ Shoulder Ballistics, SX™ Level II	$605.00	$363.00	40%	60 Days
1219421	FAV™ Shoulder Ballistics, SX™ Level IIIA	$675.00	$405.00	40%	60 Days
1219414	FAV™ Shoulder Ballistics, Summit™ Level II	$630.00	$378.00	40%	60 Days
1219419	FAV™ Shoulder Ballistics, Summit™ Level IIIA	$700.00	$420.00	40%	60 Days
1220856	FAV™ Shoulder Ballistics, Xtreme® Level II	$595.00	$357.00	40%	60 Days
1219422	FAV™ Shoulder Ballistics, Xtreme® Level IIIA	$630.00	$378.00	40%	60 Days
1218848	FAV™ Shoulder Ballistics, Matrix® Level II	$565.00	$339.00	40%	60 Days
1218849	FAV™ Shoulder Ballistics, Matrix® Level IIIA	$570.00	$342.00	40%	60 Days
1219413	FAV™ Shoulder Ballistics, PX01 Level II	$635.00	$381.00	40%	60 Days

FAV™ SPACER MESH INSERTS (Set of 2)

1219238	FAV™ Spacer Mesh Padding System, Front-Back-Shoulders (Compatible w/ TMW Platform (	$185.00	$111.00	40%	60 Days
1222097	FAV™ Spacer Mesh Padding System, Shoulder Set Only	$32.50	$19.50	40%	60 Days

FAV™ RETROFIT KIT

1314856	FAV™ Retrofit Kit, Advanced Webless System, FirstSpear® Tubes™	$280.00	$168.00	40%	60 Days

SHIFT 360™

SHIFT 360™ CARRIER SYSTEMS

1314798	SHIFT 360™ Single Flap, Advanced Webless System, Quick-Release System	$1,065.00	$639.00	40%	60 Days
1314797	SHIFT 360™ Single Flap, Advanced Webless System, FirstSpear® Tubes™	$1,025.00	$615.00	40%	60 Days
1223716	SHIFT 360™ Single Flap, Traditional Modular Webbing, FirstSpear® Tubes™	$770.00	$462.00	40%	60 Days
1314262	SHIFT 360™ Single Flap, Advanced Webless System, VELCRO® Brand Closure	$725.00	$435.00	40%	60 Days
1314799	SHIFT 360™ Dual Flap, Advanced Webless System, VELCRO® Brand Closure	$725.00	$435.00	40%	60 Days
1221393	SHIFT 360™ Dual Flap, Traditional Modular Webbing, VELCRO® Brand Closure	$460.00	$276.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

SHIFT 360™ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1351076	SHIFT 360™ Ballistics, Hardwire® 51 Level II	$880.00	$528.00	40%	60 Days
1351075	SHIFT 360™ Ballistics, Hardwire® 68 Level IIIA	$1,185.00	$711.00	40%	60 Days
1221705	SHIFT 360™ Ballistics, SX™ Level II	$860.00	$516.00	40%	60 Days
1221713	SHIFT 360™ Ballistics, SX™ Level IIIA	$1,145.00	$687.00	40%	60 Days
1221704	SHIFT 360™ Ballistics, Summit™ Level II	$925.00	$555.00	40%	60 Days
1221712	SHIFT 360™ Ballistics, Summit™ Level IIIA	$1,145.00	$687.00	40%	60 Days
1221706	SHIFT 360™ Ballistics, Xtreme® Level II	$820.00	$492.00	40%	60 Days
1221714	SHIFT 360™ Ballistics, Xtreme® Level IIIA	$1,020.00	$612.00	40%	60 Days
1224030	SHIFT 360™ Ballistics, Matrix® Level II	$695.00	$417.00	40%	60 Days
1223930	SHIFT 360™ Ballistics, Matrix® Level IIIA	$765.00	$459.00	40%	60 Days
1221703	SHIFT 360™ Ballistics, PX Level II	$950.00	$570.00	40%	60 Days

SHIFT 360™ CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1350956	SHIFT 360™ Cummerbund Ballistics, Hardwire® 51 Level II	$720.00	$432.00	40%	60 Days
1350951	SHIFT 360™ Cummerbund Ballistics, Hardwire® 68 Level IIIA	$850.00	$510.00	40%	60 Days
1219520	SHIFT 360™ Cummerbund Ballistics, SX™ Level II	$590.00	$354.00	40%	60 Days
1219528	SHIFT 360™ Cummerbund Ballistics, SX™ Level IIIA	$735.00	$441.00	40%	60 Days
1220891	SHIFT 360™ Cummerbund Ballistics, Summit™ Level II	$590.00	$354.00	40%	60 Days
1219526	SHIFT 360™ Cummerbund Ballistics, Summit™ Level IIIA	$735.00	$441.00	40%	60 Days
1220890	SHIFT 360™ Cummerbund Ballistics, Xtreme® Level II	$565.00	$339.00	40%	60 Days
1219530	SHIFT 360™ Cummerbund Ballistics, Xtreme® Level IIIA	$575.00	$345.00	40%	60 Days
1224027	SHIFT 360™ Cummerbund Ballistics, Matrix® Level II	$485.00	$291.00	40%	60 Days
1224026	SHIFT 360™ Cummerbund Ballistics, Matrix® Level IIIA	$510.00	$306.00	40%	60 Days
1219518	SHIFT 360™ Cummerbund Ballistics, PX Level II	$660.00	$396.00	40%	60 Days

SHIFT 360™ INTERNAL BALLISTIC YOKE (Includes: Shoulders, Neck and Throat)

1350957	SHIFT 360™ Yoke, Hardwire® 51 Level II	$1,155.00	$693.00	40%	60 Days
1350952	SHIFT 360™ Yoke, Hardwire® 68 Level IIIA	$1,295.00	$777.00	40%	60 Days
1347245	SHIFT 360™ Yoke, SX™ Level II	$1,130.00	$678.00	40%	60 Days
1346104	SHIFT 360™ Yoke, SX™ Level IIIA	$1,270.00	$762.00	40%	60 Days
1347246	SHIFT 360™ Yoke, Summit™ Level II	$1,130.00	$678.00	40%	60 Days
1314048	SHIFT 360™ Yoke, Summit™ Level IIIA	$1,270.00	$762.00	40%	60 Days
1347247	SHIFT 360™ Yoke, Xtreme® Level II	$1,075.00	$645.00	40%	60 Days
1313860	SHIFT 360™ Yoke, Xtreme® Level IIIA	$1,130.00	$678.00	40%	60 Days
1347248	SHIFT 360™ Yoke, Matrix® Level II	$880.00	$528.00	40%	60 Days
1345462	SHIFT 360™ Yoke, Matrix® Level IIIA	$930.00	$558.00	40%	60 Days

1347249	SHIFT 360™ Yoke, PX Level II	$1,155.00	$693.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

SHIFT 360™ EXTERNAL SHOULDER BALLISTICS (Set of 2)

1352025	SHIFT 360™ Shoulder Ballistics, Hardwire® 68 Level IIIA	$520.00	$312.00	40%	60 Days
1346112	SHIFT 360™ Shoulder Ballistics, SX™ Level IIIA	$520.00	$312.00	40%	60 Days
1314071	SHIFT 360™ Shoulder Ballistics, Matrix® Level IIIA	$415.00	$249.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

SHIFT 360™ NON-BALLISTIC SHOULDER PADS (Set of 2)

1223641	SHIFT 360™ Shoulder Pads, Non-Ballistic	$37.50	$22.50	40%	60 Days

SHIFT 360™ XL SHOULDER STRAPS (Set of 2)

1314801	SHIFT 360™ XL Shoulder Straps, FirstSpear® Tubes™	$125.00	$75.00	40%	60 Days
1314803	SHIFT 360™ XL Shoulder Straps, VELCRO® Brand Closure	$65.00	$39.00	40%	60 Days

SHIFT 360™ FST RETROFIT KIT (Converts VCS to FST Cummerbund)

1345319	SHIFT 360™ Retrofit Kit, Advanced Webless System, FirstSpear® Tubes™	$325.00	$195.00	40%	60 Days

SHIFT 360™ TRIPLE M4 MAG CARRY SET

1219262	SHIFT 360™ Triple M4 Magazine Carry Set	$37.50	$22.50	40%	60 Days

APV RACK

APV RACK CARRIER SYSTEMS

1345316-6490	APV RACK DN6490 Tactical Carrier, Advanced Webless System, FirstSpear® Tubes™	$1,070.00	$642.00	40%	60 Days
1345315-6467	APV RACK DN6467 Tactical Carrier, Advanced Webless System, VELCRO® Brand Closure	$990.00	$594.00	40%	60 Days
1347185-6425	APV RACK DN6425 Tactical Carrier, Traditional Modular Webbing, VELCRO® Brand Closure	$695.00	$417.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

APV RACK BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1354609	APV™ RACK Ballistics, Hardwire® 51 Level II	$1,740.00	$1,044.00	40%	60 Days
1354607	APV™ RACK Ballistics, Hardwire® 68 Level IIIA	$2,175.00	$1,305.00	40%	60 Days
1354591	APV™ RACK Ballistics, SX™ Level II	$1,700.00	$1,020.00	40%	60 Days
1354589	APV™ RACK Ballistics, SX™ Level IIIA	$2,200.00	$1,320.00	40%	60 Days
1354603	APV™ RACK Ballistics, Summit™ Level II	$1,775.00	$1,065.00	40%	60 Days
1354601	APV™ RACK Ballistics, Summit™ Level IIIA	$2,220.00	$1,332.00	40%	60 Days
1354595	APV™ RACK Ballistics, Xtreme® Level II	$1,565.00	$939.00	40%	60 Days
1354593	APV™ RACK Ballistics, Xtreme® Level IIIA	$1,845.00	$1,107.00	40%	60 Days
1354599	APV™ RACK Ballistics, Matrix® Level II	$1,275.00	$765.00	40%	60 Days
1354597	APV™ RACK Ballistics, Matrix® Level IIIA	$1,400.00	$840.00	40%	60 Days
1354605	APV™ RACK Ballistics, PX Level II	$1,870.00	$1,122.00	40%	60 Days

APV RACK CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1350980	APV™ RACK Side Ballistics, Hardwire® 51 Level II	$750.00	$450.00	40%	60 Days
1350979	APV™ RACK Side Ballistics, Hardwire® 68 Level IIIA	$895.00	$537.00	40%	60 Days
1354543	APV™ RACK Side Ballistics, SX™ Level II	$625.00	$375.00	40%	60 Days
1290282	APV™ RACK Side Ballistics, SX™ Level IIIA	$775.00	$465.00	40%	60 Days
1354544	APV™ RACK Side Ballistics, Summit™ Level II	$655.00	$393.00	40%	60 Days
1290293	APV™ RACK Side Ballistics, Summit™ Level IIIA	$790.00	$474.00	40%	60 Days
1354545	APV™ RACK Side Ballistics, Xtreme® Level II	$575.00	$345.00	40%	60 Days
1290281	APV™ RACK Side Ballistics, Xtreme® Level IIIA	$645.00	$387.00	40%	60 Days
1290283	APV™ RACK Side Ballistics, Matrix® Level II	$490.00	$294.00	40%	60 Days
1354546	APV™ RACK Side Ballistics, Matrix® Level IIIA	$520.00	$312.00	40%	60 Days
1290292	APV™ RACK Side Ballistics, PX01 Level II	$675.00	$405.00	40%	60 Days

TACTICAL VEST REPLACEMENTS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
FAV™ G3 CUMMERBUND REPLACEMENT						
FAV™ G3 CUMMERBUND CARRIER						
1351137	FAV™ G3 Advanced Webless Cummerbund, Interchangeable system	N/A	$395.00	$237.00	40%	60 Days
1352363	FAV™ G3 Traditional Modular Webbing Cummerbund, Interchangeable system	N/A	$345.00	$207.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
FAV™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1351933	FAV™ G3 Side Ballistics, Hardwire® 51 Level II	N/A	$650.00	$390.00	40%	60 Days
1351920	FAV™ G3 Side Ballistics, Hardwire® 68 Level IIIA	N/A	$760.00	$456.00	40%	60 Days
1351973	FAV™ G3 Side Ballistics, SX™ Level II	N/A	$540.00	$324.00	40%	60 Days
1351167	FAV™ G3 Side Ballistics, SX™ Level IIIA	N/A	$650.00	$390.00	40%	60 Days
1351995	FAV™ G3 Side Ballistics, Summit™ Level II	N/A	$540.00	$324.00	40%	60 Days
1352002	FAV™ G3 Side Ballistics, Summit™ Level IIIA	N/A	$650.00	$390.00	40%	60 Days
1351959	FAV™ G3 Side Ballistics, Xtreme® Level II	N/A	$470.00	$282.00	40%	60 Days
1351966	FAV™ G3 Side Ballistics, Xtreme® Level IIIA	N/A	$525.00	$315.00	40%	60 Days
1351980	FAV™ G3 Side Ballistics, Matrix® Level II	N/A	$410.00	$246.00	40%	60 Days
1351596	FAV™ G3 Side Ballistics, Matrix® Level IIIA	N/A	$425.00	$255.00	40%	60 Days
1351987	FAV™ G3 Side Ballistics, PX01 Level II	N/A	$545.00	$327.00	40%	60 Days
SHIFT 360™ G3 CUMMERBUND REPLACEMENT						
SHIFT 360™ G3 CUMMERBUND CARRIER						
1351129	SHIFT 360™ G3 Advanced Webless, Cummerbund, FirstSpear® Tubes™	N/A	$300.00	$180.00	40%	60 Days
1351131	SHIFT 360™ G3 Advanced Webless, Cummerbund, VELCRO® Brand Closure	N/A	$250.00	$150.00	40%	60 Days
1352365	SHIFT 360™ G3 Traditional Modular Webbing, Cummerbund, FirstSpear® Tubes™	N/A	$290.00	$174.00	40%	60 Days
1352367	SHIFT 360™ G3 Traditional Modular Webbing, Cummerbund, VELCRO® Brand Closure	N/A	$240.00	$144.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
SHIFT 360™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1351937	SHIFT 360™ G3 Cummerbund Ballistics, Hardwire® 51 Level II	N/A	$720.00	$432.00	40%	60 Days
1351922	SHIFT 360™ G3 Cummerbund Ballistics, Hardwire® 68 Level IIIA	N/A	$850.00	$510.00	40%	60 Days
1351977	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level II	N/A	$595.00	$357.00	40%	60 Days
1351168	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level IIIA	N/A	$735.00	$441.00	40%	60 Days
1351999	SHIFT 360™ G3 Cummerbund Ballistics, Summit™ Level II	N/A	$640.00	$384.00	40%	60 Days
1352006	SHIFT 360™ G3 Cummerbund Ballistics, Summit™ Level IIIA	N/A	$740.00	$444.00	40%	60 Days
1351963	SHIFT 360™ G3 Cummerbund Ballistics, Xtreme® Level II	N/A	$565.00	$339.00	40%	60 Days
1351970	SHIFT 360™ G3 Cummerbund Ballistics, Xtreme® Level IIIA	N/A	$575.00	$345.00	40%	60 Days
1351984	SHIFT 360™ G3 Cummerbund Ballistics, Matrix® Level II	N/A	$485.00	$291.00	40%	60 Days
1351598	SHIFT 360™ G3 Cummerbund Ballistics, Matrix® Level IIIA	N/A	$510.00	$306.00	40%	60 Days
1351992	SHIFT 360™ G3 Cummerbund Ballistics, PX Level II	N/A	$660.00	$396.00	40%	60 Days

CUSTOM "DN" CARRIERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Design No.	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
OVERT CARRIERS						
UNIFORM SHIRT CARRIERS - Must Specify with or without Camera Tab						
1303538	6659	U1 Clean Velcro Closure FO - Maine Warden	$560.00	$336.00	40%	60 Days
1348331	6594	U1 Pocket Velcro Closure FO	$645.00	$387.00	40%	60 Days
1348332	6548	U1 Pocket Velcro Closure SO	$615.00	$369.00	40%	60 Days
1303538	6682	U1 Clean Velcro Closure FO - Plymouth	$560.00	$336.00	40%	60 Days
Available Colors: Black, Navy, Tan and Tactical Green						
V1 CARRIERS - ID patches are not included with these carriers. Must be purchased separately.						
1303566	6551	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - No rear ID	$515.00	$309.00	40%	60 Days
1303566	6618	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - with rear ID	$525.00	$315.00	40%	60 Days
1303549	6569	V1 AWS Velcro Closure FO - with clean back	$630.00	$378.00	40%	60 Days
1303566	6790	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - HCSO	$550.00	$330.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®						
SPECIALTY CARRIERS - See notes regarding ID patches for each carrier below.						
1303546	6600	V1 EMS Pocket Velcro Closure SO Tan - Guilford Co	$700.00	$420.00	40%	60 Days
Available Colors: Tan						
OVERT CARRIERS - ID's are not included with these carriers. Must be purchased separately.						
1290135	6592	TAC EXT Traditional MOLLE Webbing Velcro Closure - NJDOC	$525.00	$315.00	40%	60 Days
1349981	6774	EXT Advanced Webless FST/VCS Closure - Montgomery County	$825.00	$495.00	40%	60 Days
1303517	6645	EOC Traditional MOLLE Webbing Velcro Closure FO - CA State Contract	$560.00	$336.00	40%	60 Days
Available Colors: Black, Navy, Tan and Tactical Green						

PLATES

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
TYPE III STAND ALONE							
DT306P							
1314912	DT306P Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	DT306P	$1,225.00	$735.00	40%	60 Days
1314913	DT306P Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	DT306P	$1,250.00	$750.00	40%	60 Days
1314914	DT306P Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	DT306P	$1,275.00	$765.00	40%	60 Days
1314915	DT306P Type III 11X14 Multi Curve SAPI Xlarge	0101.06	DT306P	$1,565.00	$939.00	40%	60 Days
1314910	DT306P Type III 10X12 Multi Curve Shooters Cut	0101.06	DT306P	$1,250.00	$750.00	40%	60 Days
1345796	DT306P Type III 10X12 Multi Curve Rectangle	0101.06	DT306P	$1,250.00	$750.00	40%	60 Days
1347631	DT306P Type III 8X10 Multi Curve Shooters Cut	0101.06	DT306P	$900.00	$540.00	40%	60 Days
1314911	DT306P Type III 8X10 Multi Curve Rectangle	0101.06	DT306P	$900.00	$540.00	40%	60 Days
1345185	DT306P Type III 6X6 Single Curve Square	N/A	N/A	$500.00	$300.00	40%	60 Days
DT206C							
1314834	DT206C Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	DT206C	$640.00	$384.00	40%	60 Days
1314835	DT206C Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	DT206C	$660.00	$396.00	40%	60 Days
1314836	DT206C Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	DT206C	$730.00	$438.00	40%	60 Days
1314837	DT206C Type III 11X14 Multi Curve SAPI Xlarge	0101.06	DT206C	$870.00	$522.00	40%	60 Days
1314832	DT206C Type III 10X12 Multi Curve Shooters Cut	0101.06	DT206C	$660.00	$396.00	40%	60 Days
1315008	DT206C Type III 10X12 Multi Curve Rectangle	0101.06	DT206C	$660.00	$396.00	40%	60 Days
1315010	DT206C Type III 8X10 Multi Curve Shooters Cut	0101.06	DT206C	$525.00	$315.00	40%	60 Days
1314833	DT206C Type III 8X10 Multi Curve Rectangle	0101.06	DT206C	$525.00	$315.00	40%	60 Days
1315011	DT206C Type III 6X6 Single Curve Square	N/A	N/A	$365.00	$219.00	40%	60 Days
DT106E							
1314828	DT106E Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	DT106E	$610.00	$366.00	40%	60 Days
1314829	DT106E Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	DT106E	$660.00	$396.00	40%	60 Days
1314830	DT106E Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	DT106E	$730.00	$438.00	40%	60 Days
1314831	DT106E Type III 11X14 Multi Curve SAPI Xlarge	0101.06	DT106E	$810.00	$486.00	40%	60 Days
1314826	DT106E Type III 10X12 Multi Curve Shooters Cut	0101.06	DT106E	$660.00	$396.00	40%	60 Days
1315004	DT106E Type III 10X12 Multi Curve Rectangle	0101.06	DT106E	$660.00	$396.00	40%	60 Days
1314827	DT106E Type III 8X10 Multi Curve Shooters Cut	0101.06	DT106E	$485.00	$291.00	40%	60 Days
1315005	DT106E Type III 8X10 Multi Curve Rectangle	0101.06	DT106E	$485.00	$291.00	40%	60 Days
1315007	DT106E Type III 6X6 Single Curve Square	N/A	N/A	$290.00	$174.00	40%	60 Days
2120-5							
1011418	2120-5 Type III 10X12 Multi Curve Shooters Cut	0101.06	2120-5	$870.00	$522.00	40%	60 Days
1011373	2120-5 Type III 8X10 Multi Curve Rectangle	0101.06	2120-5	$830.00	$498.00	40%	60 Days
1003450	2120 Type III 6X6 Single Curve Square	N/A	N/A	$480.00	$288.00	40%	60 Days
HARDWIRE 3000							
1302175	Hardwire 3000 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	007-015-3000	$737.50	$442.50	40%	60 Days
1302176	Hardwire 3000 Type III 9.5x12.5 Multi Curve SAPI Medium	0101.06	007-015-3000	$812.50	$487.50	40%	60 Days
1302177	Hardwire 3000 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	007-015-3000	$925.00	$555.00	40%	60 Days
1302178	Hardwire 3000 Type III 11X14 Multi Curve SAPI Xlarge	0101.06	007-015-3000	$1,000.00	$600.00	40%	60 Days
1193120	Hardwire 3000 Type III 10X12 Multi Curve Shooters Cut	0101.06	007-015-3000	$775.00	$465.00	40%	60 Days
1193811	Hardwire 3000 Type III 10X12 Multi Curve Rectangle	0101.06	007-015-3000	$775.00	$465.00	40%	60 Days
1193812	Hardwire 3000 Type III 8X10 Multi Curve Shooters Cut	0101.06	007-015-3000	$625.00	$375.00	40%	60 Days
1193813	Hardwire 3000 Type III 8X10 Multi Curve Rectangle	0101.06	007-015-3000	$625.00	$375.00	40%	60 Days

PLATES

Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1193814	Hardwire 3000 Type III 6X6 Single Curve Square	N/A	N/A	$383.50	$230.10	40%	60 Days
HARDWIRE 8000							
1350910	Hardwire 8000 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	HW-RF1SA-2020	$1,240.00	$744.00	40%	60 Days
1350911	Hardwire 8000 Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	HW-RF1SA-2020	$1,370.00	$822.00	40%	60 Days
1350912	Hardwire 8000 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	HW-RF1SA-2020	$1,590.00	$954.00	40%	60 Days
1350913	Hardwire 8000 Type III 11X14 Multi Curve SAPI Xlarge	0101.06	HW-RF1SA-2020	$1,815.00	$1,089.00	40%	60 Days
1350914	Hardwire 8000 Type III 10X12 Multi Curve Shooters Cut	0101.06	HW-RF1SA-2020	$1,510.00	$906.00	40%	60 Days
1350915	Hardwire 8000 Type III 10X12 Multi Curve Rectangle	0101.06	HW-RF1SA-2020	$1,510.00	$906.00	40%	60 Days
1350916	Hardwire 8000 Type III 8X10 Multi Curve Shooters Cut	0101.06	HW-RF1SA-2020	$1,125.00	$675.00	40%	60 Days
1350917	Hardwire 8000 Type III 8X10 Multi Curve Rectangle	0101.06	HW-RF1SA-2020	$1,125.00	$675.00	40%	60 Days
1350918	Hardwire 8000 Type III 6X6 Single Curve Square	N/A	N/A	$660.00	$396.00	40%	60 Days
HARDWIRE 9000							
1350919	Hardwire 9000 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	HW-RF2SA-2020	$1,155.00	$693.00	40%	60 Days
1350920	Hardwire 9000 Type III 9.5x12.5 Multi Curve SAPI Medium	0101.06	HW-RF2SA-2020	$1,260.00	$756.00	40%	60 Days
1350921	Hardwire 9000 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	HW-RF2SA-2020	$1,390.00	$834.00	40%	60 Days
1350922	Hardwire 9000 Type III 11X14 Multi Curve SAPI Xlarge	0101.06	HW-RF2SA-2020	$1,530.00	$918.00	40%	60 Days
1350923	Hardwire 9000 Type III 10X12 Multi Curve Shooters Cut	0101.06	HW-RF2SA-2020	$1,170.00	$702.00	40%	60 Days
TYPE III ICW							
X-CAL DTP1							
1352377	X-CAL DTP1 Type III ICW 8.75X11.75 Multi Curve SAPI Small	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$2,215.00	$1,329.00	40%	60 Days
1352378	X-CAL DTP1 Type III ICW 9.5X12.5 Multi Curve SAPI Medium	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$2,220.00	$1,332.00	40%	60 Days
1352379	X-CAL DTP1 Type III ICW 10.25X13.25 Multi Curve SAPI Large	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$2,305.00	$1,383.00	40%	60 Days
1352380	X-CAL DTP1 Type III ICW 11X14 Multi Curve SAPI Xlarge	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$2,560.00	$1,536.00	40%	60 Days
1352381	X-CAL DTP1 Type III ICW 10X12 Multi Curve Shooters Cut	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$2,220.00	$1,332.00	40%	60 Days
1352382	X-CAL DTP1 Type III ICW 10X12 Multi Curve Rectangle	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$2,220.00	$1,332.00	40%	60 Days
1352383	X-CAL DTP1 Type III ICW 8X10 Multi Curve Shooters Cut	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$1,955.00	$1,173.00	40%	60 Days
1352384	X-CAL DTP1 Type III ICW 8X10 Multi Curve Rectangle	0101.06	X-CAL DTP1 ICW BA-3A00S-SX02	$1,955.00	$1,173.00	40%	60 Days
1345370	X-CAL DTP1 Type III ICW 8.75X11.75 Multi Curve SAPI Small	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$2,206.00	$1,323.60	40%	60 Days
1345371	X-CAL DTP1 Type III ICW 9.5X12.5 Multi Curve SAPI Medium	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$2,206.00	$1,323.60	40%	60 Days
1345372	X-CAL DTP1 Type III ICW 10.25X13.25 Multi Curve SAPI Large	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$2,305.00	$1,383.00	40%	60 Days
1345373	X-CAL DTP1 Type III ICW 11X14 Multi Curve SAPI Xlarge	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$2,560.00	$1,536.00	40%	60 Days
1345358	X-CAL DTP1 Type III ICW 10X12 Multi Curve Shooters Cut	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$2,206.00	$1,323.60	40%	60 Days
1348276	X-CAL DTP1 Type III ICW 10X12 Multi Curve Rectangle	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$2,206.00	$1,323.60	40%	60 Days

PLATES

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Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1347630	X-CAL DTP1 Type III ICW 8X10 Multi Curve Shooters Cut	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$1,931.00	$1,158.60	40%	60 Days
1345359	X-CAL DTP1 Type III ICW 8X10 Multi Curve Rectangle	0101.06	X-CAL DTP1 ICW BA-3A00S-SM02	$1,931.00	$1,158.60	40%	60 Days
1346548	X-CAL DTP1 Type III ICW 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	$1,070.00	$642.00	40%	60 Days
1346549	X-CAL DTP1 Type III ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	$1,075.00	$645.00	40%	60 Days
1346550	X-CAL DTP1 Type III ICW 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	$1,160.00	$696.00	40%	60 Days
1346551	X-CAL DTP1 Type III ICW 11X14 Multi Curve SAPI Xlarge	N/A	N/A	$1,415.00	$849.00	40%	60 Days
1346545	X-CAL DTP1 Type III ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	$1,075.00	$645.00	40%	60 Days
1348277	X-CAL DTP1 Type III ICW 10X12 Multi Curve Rectangle	N/A	N/A	$1,075.00	$645.00	40%	60 Days
1347633	X-CAL DTP1 Type III ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	$810.00	$486.00	40%	60 Days
1346546	X-CAL DTP1 Type III ICW 8X10 Multi Curve Rectangle	N/A	N/A	$810.00	$486.00	40%	60 Days
1347869	X-CAL DTP1 Type III ICW 7X9 Single Curve Rectangle	N/A	N/A	$685.00	$411.00	40%	60 Days
1347871	X-CAL DTP1 Type III ICW 5X8 Single Curve Rectangle	N/A	N/A	$485.00	$291.00	40%	60 Days
1346547	X-CAL DTP1 Type III ICW 6X6 Single Curve Square	N/A	N/A	$445.00	$267.00	40%	60 Days
TYPE IV STAND ALONE							
SN106C							
1346542	SN106C Type IV 10X12 Multi Curve Shooters Cut	0101.06	SN106C	$480.00	$288.00	40%	60 Days
1346543	SN106C Type IV 10x12 Multi Curve Rectangle	0101.06	SN106C	$495.00	$297.00	40%	60 Days
1350229	SN106C Type IV 8x10 Multi Curve Shooters Cut	0101.06	SN106C	$435.00	$261.00	40%	60 Days
1346544	SN106C Type IV 8x10 Multi Curve Rectangle	0101.06	SN106C	$435.00	$261.00	40%	60 Days
1347526	SN106C Type IV 6x6 Single Curve Square	NA	NA	$300.00	$180.00	40%	60 Days
IMPAC™ TRAUMA PLATES - HARD							
IMPAC P1							
1347563	IMPAC P1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	$1,025.00	$615.00	40%	60 Days
1347564	IMPAC P1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	$1,025.00	$615.00	40%	60 Days
1347565	IMPAC P1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	$1,090.00	$654.00	40%	60 Days
1347566	IMPAC P1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	N/A	$1,335.00	$801.00	40%	60 Days
1347567	IMPAC P1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	$1,025.00	$615.00	40%	60 Days
1349852	IMPAC P1 Special Threat ICW 10X12 Multi Curve Rectangle	N/A	N/A	$1,025.00	$615.00	40%	60 Days
1347569	IMPAC P1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	$755.00	$453.00	40%	60 Days
1347568	IMPAC P1 Special Threat ICW 8X10 Multi Curve Rectangle	N/A	N/A	$755.00	$453.00	40%	60 Days
1347572	IMPAC P1 Special Threat ICW 7X9 Single Curve Rectangle	N/A	N/A	$590.00	$354.00	40%	60 Days
1347571	IMPAC P1 Special Threat ICW 5X8 Single Curve Rectangle	N/A	N/A	$430.00	$258.00	40%	60 Days
1347570	IMPAC P1 Special Threat ICW 6X6 Single Curve Square	N/A	N/A	$415.00	$249.00	40%	60 Days
IMPAC C1							
1353060	IMPAC C1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	0101.06	IMPAC C1 ICW HW-2019-01-SB	$590.00	$354.00	40%	60 Days
1353061	IMPAC C1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	0101.06	IMPAC C1 ICW HW-2019-01-SB	$640.00	$384.00	40%	60 Days
1353062	IMPAC C1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	0101.06	IMPAC C1 ICW HW-2019-01-SB	$675.00	$405.00	40%	60 Days
1353063	IMPAC C1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	0101.06	IMPAC C1 ICW HW-2019-01-SB	$780.00	$468.00	40%	60 Days
1353064	IMPAC C1 Special Threat ICW 10X12 Multi Curve Shooters Cut	0101.06	IMPAC C1 ICW HW-2019-01-SB	$640.00	$384.00	40%	60 Days
1353065	IMPAC C1 Special Threat ICW 10X12 Multi Curve Rectangle	0101.06	IMPAC C1 ICW HW-2019-01-SB	$640.00	$384.00	40%	60 Days
1353066	IMPAC C1 Special Threat ICW 8X10 Multi Curve Shooters Cut	0101.06	IMPAC C1 ICW HW-2019-01-SB	$530.00	$318.00	40%	60 Days
1353067	IMPAC C1 Special Threat ICW 8X10 Multi Curve Rectangle	0101.06	IMPAC C1 ICW HW-2019-01-SB	$530.00	$318.00	40%	60 Days

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Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1347559	IMPAC C1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	$575.00	$345.00	40%	60 Days
1347560	IMPAC C1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	$625.00	$375.00	40%	60 Days
1347561	IMPAC C1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	$660.00	$396.00	40%	60 Days
1347562	IMPAC C1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	N/A	$760.00	$456.00	40%	60 Days
1347534	IMPAC C1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	$625.00	$375.00	40%	60 Days
1349855	IMPAC C1 Special Threat ICW 10X12 Multi Curve Rectangle	N/A	N/A	$625.00	$375.00	40%	60 Days
1347538	IMPAC C1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	$515.00	$309.00	40%	60 Days
1347536	IMPAC C1 Special Threat ICW 8X10 Multi Curve Rectangle	N/A	N/A	$515.00	$309.00	40%	60 Days
1347540	IMPAC C1 Special Threat ICW 7X9 Single Curve Rectangle	N/A	N/A	$425.00	$255.00	40%	60 Days
1347539	IMPAC C1 Special Threat ICW 5X8 Single Curve Rectangle	N/A	N/A	$340.00	$204.00	40%	60 Days
1347537	IMPAC C1 Special Threat ICW 6X6 Single Curve Square	N/A	N/A	$360.00	$216.00	40%	60 Days
IMPAC-HT (Handgun)							
1001618	IMPAC HT 5X7 Single Curve Rectangle	N/A	N/A	$165.00	$99.00	40%	60 Days
1003599	IMPAC HTF 5X7 Single Curve Rectangle Female	N/A	N/A	$165.00	$99.00	40%	60 Days
1001628	IMPAC HT 5X8 Single Curve Rectangle	N/A	N/A	$165.00	$99.00	40%	60 Days
1348958	IMPAC HTF 5X8 Single Curve Rectangle Female	N/A	N/A	$165.00	$99.00	40%	60 Days
1001665	IMPAC HT 7X9 Single Curve Rectangle	N/A	N/A	$195.00	$117.00	40%	60 Days
1348959	IMPAC HTF 7X9 Single Curve Rectangle Female	N/A	N/A	$195.00	$117.00	40%	60 Days
1348805	IMPAC HT 8X10 Single Curve Shooters Cut	N/A	N/A	$240.00	$144.00	40%	60 Days
1348804	IMPAC HT 8X10 Single Curve Rectangle	N/A	N/A	$240.00	$144.00	40%	60 Days
1001635	IMPAC HT 10X12 Single Curve Shooters Cut	N/A	N/A	$295.00	$177.00	40%	60 Days
1030639	IMPAC HT 10X12 Single Curve Rectangle	N/A	N/A	$295.00	$177.00	40%	60 Days
IMPAC-HT1 (Handgun + Spike 1Stab)							
1168057	IMPAC HT1F 5X7 Single Curve Rectangle Female	N/A	N/A	$190.00	$114.00	40%	60 Days
1176149	IMPAC HT1 5X7 Single Curve Rectangle	N/A	N/A	$190.00	$114.00	40%	60 Days
1168055	IMPAC HT1 5X8 Single Curve Rectangle	N/A	N/A	$195.00	$117.00	40%	60 Days
1169415	IMPAC HT1 7X9 Single Curve Rectangle	N/A	N/A	$225.00	$135.00	40%	60 Days
1169416	IMPAC HT1 10X12 Single Curve Shooters Cut	N/A	N/A	$325.00	$195.00	40%	60 Days
IMPAC - CT/DT (Corrections/Duty Threats)							
1154462	IMPAC CTDT 5X7 Single Curve Rectangle	N/A	N/A	$110.00	$66.00	40%	60 Days
1154463	IMPAC CTDT 5X8 Single Curve Rectangle	N/A	N/A	$110.00	$66.00	40%	60 Days
1154461	IMPAC CTDT 7X9 Single Curve Rectangle	N/A	N/A	$140.00	$84.00	40%	60 Days
1154460	IMPAC CTDT 10X12 Single Curve Shooters Cut	N/A	N/A	$180.00	$108.00	40%	60 Days

PLATES

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Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
IMPAC-MT (Multi-Threats)							
1001620	IMPAC MT 5X7 Single Curve Rectangle	N/A	N/A	$195.00	$117.00	40%	60 Days
1001632	IMPAC MT 5X8 Single Curve Rectangle	N/A	N/A	$195.00	$117.00	40%	60 Days
1001668	IMPAC MT 7X9 Single Curve Rectangle	N/A	N/A	$250.00	$150.00	40%	60 Days
1001638	IMPAC MT 10X12 Single Curve Shooters Cut	N/A	N/A	$375.00	$225.00	40%	60 Days
TRAUMA							
1002536	Polycarb 10X12 Single Curve Shooters Cut	N/A	N/A	$45.00	$27.00	40%	60 Days
1002535	Polycarb 10X12 Single Curve Rectangle	N/A	N/A	$45.00	$27.00	40%	60 Days
1153322	SHOCK .047X5X8 Multi Curve SA	N/A	N/A	$40.00	$24.00	40%	60 Days
1153323	SHOCK .047X5X7 MC SA Female	N/A	N/A	$40.00	$24.00	40%	60 Days

HELMETS

SAFARILAND, LLC

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Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
DELTA 5					
1345392-FC	Delta 5 4-Bolt Full-Cut	$1,820.00	$1,092.00	40%	60 Days
1345392-MC	Delta 5 4-Bolt Mid-Cut	$1,820.00	$1,092.00	40%	60 Days
1345392-HC	Delta 5 4-Bolt High-Cut	$1,820.00	$1,092.00	40%	60 Days
Available Colors: Black, Tactical Green, Coyote Brown and Foliage Green - Please Specify When Ordering					
DELTA 5 FULL DRESS					
1345392-FC-FD	Delta 5 4-Bolt Full-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	$2,600.00	$1,560.00	40%	60 Days
1345392-MC-FD	Delta 5 4-Bolt Mid-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	$2,600.00	$1,560.00	40%	60 Days
1345392-HC-FD	Delta 5 4-Bolt High-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	$2,600.00	$1,560.00	40%	60 Days
Available Colors: Black, Tactical Green, Coyote Brown and Foliage Green - Please Specify When Ordering					
DELTA 4					
1220976-FC	Delta 4 4-Bolt Full-Cut	$610.00	$366.00	40%	60 Days
1220976-MC	Delta 4 4-Bolt Mid-Cut	$610.00	$366.00	40%	60 Days
1220976-HC	Delta 4 4-Bolt High-Cut	$610.00	$366.00	40%	60 Days
Available Colors: Black, Tactical Green, Coyote Brown and Foliage Green - Please Specify When Ordering					
DELTA 4 FULL DRESS					
1220976-FC-FD	Delta 4 4-Bolt Full-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	$1,450.00	$870.00	40%	60 Days
1220976-MC-FD	Delta 4 4-Bolt Mid-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	$1,450.00	$870.00	40%	60 Days
1220976-HC-FD	Delta 4 4-Bolt High-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	$1,450.00	$870.00	40%	60 Days
Available Colors: Black, Tactical Green, Coyote Brown and Foliage Green - Please Specify When Ordering					
PASGT					
1313992	PASGT 4-Bolt Full-Cut	$550.00	$330.00	40%	60 Days
Available Colors: Black, Tactical Green, Coyote Brown and Foliage Green - Please Specify When Ordering					
SUSPENSION & LINER SYSTEMS					
PTA-HS-DRPR	Delta Retention System (DRS) and React Padding System (RPS)	$370.00	$222.00	40%	60 Days
Available Colors: Black, Tactical Green and Coyote Brown - Please Specify When Ordering					
1355503	DRS Chin Strap Extension 3.5", Black	$40.00	$24.00	40%	60 Days
1355505	DRS Chin Strap Extension 3.5", Tactical Green	$40.00	$24.00	40%	60 Days
1355504	DRS Chin Strap Extension 3.5", Coyote Brown	$40.00	$24.00	40%	60 Days
PTA-HS-R2SM	R2S™ Suspension System with Mesh Liner	$190.00	$114.00	40%	60 Days
PTA-HS-R2SP	R2S™ Suspension System with Pad System	$300.00	$180.00	40%	60 Days
1179719	R2S 4-Point Chin Strap Extension 3.5"	$7.00	$4.20	40%	60 Days
PTA-HS-4PHS	Mesh Suspension System with 4-Point Harness	$145.00	$87.00	40%	60 Days
PTA-HS-4PPS	Team Wendy® Non-FAT Pad System with 4-Point Harness	$200.00	$120.00	40%	60 Days

HELMETS

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
RAIL KITS & BUNGEES					
1177282	Ops-Core ARC Rail Set Black	$250.00	$150.00	40%	60 Days
1192444	Ops-Core ARC Rail Set Foliage Green	$250.00	$150.00	40%	60 Days
1177285	Ops-Core ARC Rail Set Coyote Brown	$250.00	$150.00	40%	60 Days
1185453	NVG Bungee Set Black	$26.50	$15.90	40%	60 Days
1188525	NVG Bungee Set Green	$26.50	$15.90	40%	60 Days
1188526	NVG Bungee Set Coyote Brown	$26.50	$15.90	40%	60 Days
NVG SHROUDS					
1190913	Wilcox® L4 Three Hole Shroud Black	$185.00	$111.00	40%	60 Days
1190914	Wilcox® L4 Three Hole Shroud Foliage Green	$185.00	$111.00	40%	60 Days
1190916	Wilcox® L4 Three Hole Shroud Coyote Brown	$185.00	$111.00	40%	60 Days
1190915	Wilcox® L4 Three Hole Shroud Tactical Green	$185.00	$111.00	40%	60 Days
1345282	FoxFury Shroud mount HHC Tactical Light	$295.00	$177.00	40%	60 Days
VELCRO® BRAND KITS					
1354944	Delta Velcro® Kit, Black	$30.00	$18.00	40%	60 Days
1354946	Delta Velcro® Kit, Foliage Green	$30.00	$18.00	40%	60 Days
1354945	Delta Velcro® Kit, Coyote Brown	$30.00	$18.00	40%	60 Days
1354947	Delta Velcro® Kit, Tactical Green	$30.00	$18.00	40%	60 Days
HELMET COVERS					
1351568	Agilite™ High-Cut Helmet Cover, Small/Medium	$130.00	$78.00	40%	60 Days
1351569	Agilite™ High-Cut Helmet Cover, Large/Xlarge	$130.00	$78.00	40%	60 Days
1351570	Agilite™ High-Cut Helmet Cover, Jumbo	$130.00	$78.00	40%	60 Days
Available Colors: Black, OD Green, Ranger Green, Coyote Brown, and Multi-Cam® - Please Specify					
FACE SHIELDS					
1002847	702L Ballistic Face Shield Single-Hit 9mm, Band Mount, FC Helmet	$320.00	$192.00	40%	60 Days
1188720	702L Ballistic Face Shield Single-Hit 9mm, Band Mount, MC Helmet	$320.00	$192.00	40%	60 Days
1345312	702L Ballistic Face Shield Single-Hit 9mm, Rail Mount, FC, MC & HC Helmet	$700.00	$420.00	40%	60 Days
1002848	702M Ballistic Face Shield Multi-Hit 9mm, Band Mount, FC Helmet	$340.00	$204.00	40%	60 Days
1188719	702M Ballistic Face Shield Multi-Hit 9mm, Band Mount, MC Helmet	$340.00	$204.00	40%	60 Days
1345311	702M Ballistic Face Shield Multi-Hit 9mm, Rail Mount, FC, MC & HC Helmet	$720.00	$432.00	40%	60 Days
1002849	702MT Ballistic Face Shield Multi-Hit 9mm, .44 mag & Tokarev, Band Mount, FC Helmet	$370.00	$222.00	40%	60 Days
1164458	702MT Ballistic Face Shield Multi-Hit 9mm, .44 mag & Tokarev, Band Mount, MC Helmet	$370.00	$222.00	40%	60 Days
1345283	702MT Ballistic Face Shield Multi-Hit 9mm, .44 mag & Tokarev, Rail Mount, FC, MC & HC Helmet	$750.00	$450.00	40%	60 Days

HELMETS

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1003033	Paulson DK6-H .150 Non-Ballistic Face Shield Band Mount 8 inch - Full Cut Helmet	$95.00	$57.00	40%	60 Days
1356727	Paulson DK6-H .150 Non-Ballistic Face Shield Band Mount 8 inch - Mid Cut Helmet	$95.00	$57.00	40%	60 Days
1346765	Paulson DK6-H .150S Non-Ballistic Face Shield Band Mount 6 inch - Full Cut Helmet	$95.00	$57.00	40%	60 Days
1356728	Paulson DK6-H .150S Non-Ballistic Face Shield Band Mount 6 inch - Mid Cut Helmet	$240.00	$144.00	40%	60 Days
1304115	Paulson DK7-H .150-RC Non-Ballistic Face Shield Rail Mount 6 Inch	$240.00	$144.00	40%	60 Days
1169572	Paulson DK6-X .250AFS Non-Ballistic Face Shield Anti-Fog Band Mount 6 inch - Full Cut Helmet	$275.00	$165.00	40%	60 Days
1356737	Paulson DK6-X .250AFS Non-Ballistic Face Shield Anti-Fog Band Mount 6 inch - Mid Cut Helmet	$275.00	$165.00	40%	60 Days
1301500	Paulson DK7-X .250AF-R-C Non-Ballistic Anti-Fog Rail Mount 6 inch	$290.00	$174.00	40%	60 Days
1350178	Laser Protective Film Kit 1" X 12.5"	$70.00	$42.00	40%	60 Days
1350362	Laser Protective Film 1.5" X 12.5"	$85.00	$51.00	40%	60 Days
CARRY BAGS					
1002864	Helmet Carry Bag Black	$35.00	$21.00	40%	60 Days
1002977	Helmet Drawstring Bag. Black	$17.50	$10.50	40%	60 Days
NAPE CURTAINS					
1156328	Nape Curtain Non-Ballistic Black	$60.00	$36.00	40%	60 Days

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
AMP-1TP (Ballistic NIJ IIIA+, DEA-FBI Protocol, VPAM-3)					
1353797	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, No NVG Holes, Black	$2,670.00	$1,602.00	40%	60 Days
1353798	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, No NVG Holes, Green	$2,670.00	$1,602.00	40%	60 Days
1353799	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Black	$2,670.00	$1,602.00	40%	60 Days
1353800	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Green	$2,670.00	$1,602.00	40%	60 Days
1353801	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Black	$2,670.00	$1,602.00	40%	60 Days
1353802	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Green	$2,670.00	$1,602.00	40%	60 Days
1353803	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	$2,670.00	$1,602.00	40%	60 Days
1353804	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	$2,670.00	$1,602.00	40%	60 Days
1353805	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	$2,670.00	$1,602.00	40%	60 Days
1353806	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	$2,670.00	$1,602.00	40%	60 Days
1353807	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	$2,670.00	$1,602.00	40%	60 Days
1353808	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	$2,670.00	$1,602.00	40%	60 Days
AMP-1E (Ballistic NIJ IIIA+)					
1353816	AMP-1E, ACH, Full-Cut, Rails, No NVG Holes, Black	$1,195.00	$717.00	40%	60 Days
1353817	AMP-1E, ACH, Full-Cut, Rails, No NVG Holes, Green	$1,195.00	$717.00	40%	60 Days
1353818	AMP-1E, ACH, Mid-Cut, Rails, No NVG Holes, Black	$1,195.00	$717.00	40%	60 Days
1353819	AMP-1E, ACH, Mid-Cut, Rails, No NVG Holes, Green	$1,195.00	$717.00	40%	60 Days
1353820	AMP-1E, ACH, High-Cut, Rails, No NVG Holes, Black	$1,195.00	$717.00	40%	60 Days
1353821	AMP-1E, ACH, High-Cut, Rails, No NVG Holes, Green	$1,195.00	$717.00	40%	60 Days
1353822	AMP-1E, ACH, Full-Cut, Rails, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	$1,195.00	$717.00	40%	60 Days
1353823	AMP-1E, ACH, Full-Cut, Rails, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	$1,195.00	$717.00	40%	60 Days
1353824	AMP-1E, ACH, Mid-Cut, Rails, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	$1,195.00	$717.00	40%	60 Days
1353825	AMP-1E, ACH, Mid-Cut, Rails, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	$1,195.00	$717.00	40%	60 Days
1353826	AMP-1E, ACH, High-Cut, Rails, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	$1,195.00	$717.00	40%	60 Days
1353827	AMP-1E, ACH, High-Cut, Rails, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	$1,195.00	$717.00	40%	60 Days
PROTECTIVE VISORS & ACCESSORIES					
1353853	CAV-1E Visor, 3mm, Light Riot Impact, Standard 6.2"	$270.00	$162.00	40%	60 Days
1353854	CAV-1E Visor, 3mm Light Riot Impact, Liquid Barrier, Standard 6.2"	$300.00	$180.00	40%	60 Days
1353855	CAV-1PC Visor, 5mm, Riot Impact, Standard 6.2"	$370.00	$222.00	40%	60 Days
1353856	CAV-1PC Visor, 5mm Riot Impact, Short 4.0"	$370.00	$222.00	40%	60 Days
1353857	CAV-1PC Visor, 5mm Riot Impact, Liquid Barrier, Standard 6.2"	$400.00	$240.00	40%	60 Days
1353858	CAV-1PC Visor, 5mm Riot Impact, Liquid Barrier, Short 4.0"	$400.00	$240.00	40%	60 Days
1353859	BAV-1FS Visor, Riot Impact + Frag, Standard 6.2"	$585.00	$351.00	40%	60 Days
1353860	BAV-1FS Visor, Riot Impact + Frag, Short 4.0"	$585.00	$351.00	40%	60 Days
1353861	BAV-1FS Visor, Riot Impact + Frag, Wave Cut, 6.2"	$585.00	$351.00	40%	60 Days
1353862	BAV-1FS Visor, Riot Impact + Frag, Mandible Cut, 4.7"	$585.00	$351.00	40%	60 Days
1353863	BAV-1FS Visor, Riot Impact + Frag, Liquid Barier, Standard 6.2"	$620.00	$372.00	40%	60 Days
1353864	BAV-1FS Visor, Riot Impact + Frag, Liquid Barrier, Short 4.0"	$620.00	$372.00	40%	60 Days

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1353865	BAV-1E Visor, Ballistic 9mm + Frag, X Cut 5.2"	$835.00	$501.00	40%	60 Days
1353866	BAV-1E Visor, Ballistic 9mm + Frag, Mandible Cut 4.7"	$835.00	$501.00	40%	60 Days
1353867	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Standard 6.2"	$1,085.00	$651.00	40%	60 Days
1353868	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Short 4.0"	$1,085.00	$651.00	40%	60 Days
1353869	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Wave Cut 6.2"	$1,085.00	$651.00	40%	60 Days
1353870	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Wave PP Cut 5.0"	$1,085.00	$651.00	40%	60 Days
1353871	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Mandible Cut 4.7"	$1,085.00	$651.00	40%	60 Days
1353872	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Standard 6.2"	$1,335.00	$801.00	40%	60 Days
1353873	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Short 4.0"	$1,335.00	$801.00	40%	60 Days
1353874	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Wave Cut 6.2"	$1,335.00	$801.00	40%	60 Days
1353875	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Wave PP Cut 5.0"	$1,335.00	$801.00	40%	60 Days
1353876	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Mandible Cut 4.7"	$1,335.00	$801.00	40%	60 Days
1353877	BAM-1 Mandible, Ballistic 9mm + Frag, Black	$710.00	$426.00	40%	60 Days
1353878	BAM-1 Mandible, Ballistic 9mm + Frag, Green	$710.00	$426.00	40%	60 Days
1353879	BAM-1 Mandible, Ballistic 9mm + Frag, Multi-Cam	$710.00	$426.00	40%	60 Days
1353880	BAP-1 Ballistic AK-47 Plate, Lightweight ICW, Black	$3,835.00	$2,301.00	40%	60 Days
1353881	BAP-1 Ballistic AK-47 Plate, Lightweight ICW, Green	$3,835.00	$2,301.00	40%	60 Days
1354476	Visor, Replacement for AMR-1E, Light Impact, CRV-1E, 3mm, Fullcut with Liquid Barrier	$185.00	$111.00	40%	60 Days
1354477	Visor, Replacement for AMR-1E+/ARC-2E, Riot Impact, CRV-1PC, 5mm, Fullcut with Liquid Barrier	$235.00	$141.00	40%	60 Days
1353882	TVC-1 Visor Cover, Neoprene, Black, Standard 6.2"	$100.00	$60.00	40%	60 Days
1353883	TVC-1 Visor Cover, Neoprene, Black, Short 4.0"	$100.00	$60.00	40%	60 Days
1356689	CTV-1 PC Visor, Training, for AMH-2/CTM-1, 3mm with liquid barrier, Anti-fog/scratch 70mm	$200.00	$120.00	40%	60 Days
1356690	CTM-1 Mandible, Training, (CTM-1 mandible incl. arms and collar) mesh neck protector in BLACK	$750.00	$450.00	40%	60 Days
NVG SHROUDS & ACCESSORIES					
1353886	NVG-1 Shroud, AA 3-Hole, Bungees, Black	$200.00	$120.00	40%	60 Days
1353887	NVG-1 Shroud, AA 3-Hole, Bungees, Green	$200.00	$120.00	40%	60 Days
1353888	NVG-2 Shroud, Wilcox Lightweight 3-Hole, Bungees, Black	$242.50	$145.50	40%	60 Days
1353889	NVG-2 Shroud, Wilcox Lightweight 3-Hole, Bungees, Green	$242.50	$145.50	40%	60 Days
1353890	NVL-1 NVG Shroud Bracket Lanyard, Wilcox 3-Hole, Black	$235.00	$141.00	40%	60 Days
1353891	NVL-1 NVG Shroud Bracket Lanyard, Wilcox 3-Hole, Tan	$235.00	$141.00	40%	60 Days
HELMET COVERS, COUNTERWEIGHTS & VELCRO KITS					
1353892	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Black	$117.50	$70.50	40%	60 Days
1353893	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Green	$117.50	$70.50	40%	60 Days
1353894	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Multi-Cam	$117.50	$70.50	40%	60 Days
1353895	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Wolf Grey	$117.50	$70.50	40%	60 Days
1353896	CAW-1 Counterweight System, 70 Gram, Includes Weights, Velcro & Strap, Black	$125.00	$75.00	40%	60 Days
1353897	CAW-1 Counterweight System, 70 Gram, Includes Weights, Velcro & Strap, Green	$125.00	$75.00	40%	60 Days
1353898	CAP-1 Velcro Kit, Works with CAC-1 (5pc), Black	$33.50	$20.10	40%	60 Days
1353899	CAP-1 Velcro Kit, Works with CAC-1 (5pc), Green	$33.50	$20.10	40%	60 Days
1353900	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, CAP-2 Upgraded Velcro Kit (10pc), Black	$185.00	$111.00	40%	60 Days

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1353901	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, CAP-2 Upgraded Velcro Kit (10pc), Green	$185.00	$111.00	40%	60 Days
1353902	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, CAP-2 Upgraded Velcro Kit (10pc), Multi-Cam	$185.00	$111.00	40%	60 Days
1353903	CAW-2 Counterweight/Battery Case, Velcro Detachable for CAC-2 by Agilite, Black	$47.00	$28.20	40%	60 Days
1353904	CAW-2 Counterweight/Battery Case, Velcro Detachable for CAC-2 by Agilite, Green	$47.00	$28.20	40%	60 Days
1353905	CAW-2 Counterweight/Battery Case, Velcro Detachable for CAC-2 by Agilite, Tan (for Multi-Cam)	$47.00	$28.20	40%	60 Days
1353906	CAP-2 Velcro Kit, Works with CAC-2 (10pc), Black	$47.00	$28.20	40%	60 Days
1353907	CAP-2 Velcro Kit, Works with CAC-2 (10pc), Green	$47.00	$28.20	40%	60 Days
REPLACEMENT HARNESSES, EXTENDERS & PAD SYSTEMS					
1353908	CHE-1 Harness Extender for CRS-2 Universal Harness, 4" Extention, Black	$25.00	$15.00	40%	60 Days
1353909	CHE-1 Harness Extender for CRS-2 Universal Harness, 4" Extention, Green	$25.00	$15.00	40%	60 Days
1353910	CRS-2 Replacement Harness with CAM Buckles, Left Handed Shooter, Size L/XL, Black	$67.00	$40.20	40%	60 Days
1353911	CRS-2 Replacement Harness with CAM Buckles, Left Handed Shooter, Size L/XL, Green	$67.00	$40.20	40%	60 Days
1353912	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size M/L, Black	$67.00	$40.20	40%	60 Days
1353913	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size L/SL, Black	$67.00	$40.20	40%	60 Days
1353914	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size M/L, Green	$67.00	$40.20	40%	60 Days
1353915	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size L/SL, Green	$67.00	$40.20	40%	60 Days
1353916	CRS-2 Replacement Harness with CAM Buckles, Open Loop Fast Adjustment, Right Handed, Black	$67.00	$40.20	40%	60 Days
1353917	CPP-1 Pad Kit, Standard Microfiber Grey Soft Pads, Single Helmet Replacement (Set of 6 Pads)	$67.00	$40.20	40%	60 Days
1353918	CPP-2 Comfort System Soft Pads Kit, Memory Foam, Cooling Mesh, Washable Black/Blue, 2mm - Thin	$117.50	$70.50	40%	60 Days
1353919	CPP-2 Comfort System Soft Pads Kit, Memory Foam, Cooling Mesh, Washable Black/Blue, 4mm - Standard	$117.50	$70.50	40%	60 Days
1353920	CPP-2 Comfort System Soft Pads Kit, Memory Foam, Cooling Mesh, Washable Black/Blue, 6mm - Fat	$117.50	$70.50	40%	60 Days
UNIVERSAL ACCESSORIES					
1353921	Helmet Bag, Padded with Zipper	$83.50	$50.10	40%	60 Days
1353922	Liner Bag, Microfiber with Logo, Cinch String for Helmets and Visors	$17.50	$10.50	40%	60 Days
1353923	Peltor Adapter Mount for Rails, Black (Set of 2)	$30.00	$18.00	40%	60 Days
1353924	Peltor Complete Kit - 3M ARC Wire Arms with Peltor Adapter Mounts Installed, Black (Set of 2)	$235.00	$141.00	40%	60 Days
1353925	Peltor 3M ARC Wire Arms Only, Black (Set of 2)	$217.50	$130.50	40%	60 Days
1353926	Picatinny Rail Adapter, Black (Set of 2)	$33.50	$20.10	40%	60 Days
1353927	CAH-1 Helmet Holder with Magnet, Black	$58.50	$35.10	40%	60 Days
1353928	PrincetonTec VVIZZ II MPLS Headlamp, Black	$320.00	$192.00	40%	60 Days
1356691	Mandible Arms, (Set of 2) for user with Ballistic Mandible or Avon/Drager Gas Mask Clips	$83.50	$50.10	40%	60 Days
1353929	TAG-1 Accessory Pouch for Helmet, Nylon with Zipper, Velcro, Black	$83.50	$50.10	40%	60 Days
1354258	Bungee Attachment for NVG, Rail Ccnnection (Set of 2) Black	$27.50	$16.50	40%	60 Days
1354259	Bungee Attachment for NVG, Rail Ccnnection (Set of 2) Green	$27.50	$16.50	40%	60 Days

SHIELDS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
LEVEL IIIA SHIELDS					
INTRUDER™ SERIES					
1152944	Intruder™ G2™ 20X34 LED Lights Hoizontal Handle	$5,100.00	$3,060.00	40%	60 Days
1157457	Intruder™ G2™ 20X34 LED Lights 3-Position Handle	$5,100.00	$3,060.00	40%	60 Days
1157458	Intruder™ G2™ 20X34 No Lights Horizontal Handle	$2,860.00	$1,716.00	40%	60 Days
1173879	Intruder™ G2™ 20X34 No Lights 3-Position Handle	$2,860.00	$1,716.00	40%	60 Days
ENTRY™ SERIES					
1301038	Entry I FR X 24X36 Horizontal Handle	$3,155.00	$1,893.00	40%	60 Days
1301037	Entry I FR X 24X36 3-Position Handle	$3,155.00	$1,893.00	40%	60 Days
1348218	Entry I FR X 24X36 Foxfury B70 Integrated Light Horizontal Handle	$4,975.00	$2,985.00	40%	60 Days
1348222	Entry I FR X 24X36 Foxfury B70 Integrated Light 3-Position Handle	$4,975.00	$2,985.00	40%	60 Days
1301036	Entry I X 24X36 Horizontal Handle	$3,035.00	$1,821.00	40%	60 Days
1223503	Entry I X 24X36 3-Position Handle	$3,035.00	$1,821.00	40%	60 Days
1348217	Entry I X 24X36 FoxFury B70 Integrated Light Horizontal Handle	$4,860.00	$2,916.00	40%	60 Days
1348221	Entry I X 24X36 FoxFury B70 Integrated Light 3-Position Handle	$4,860.00	$2,916.00	40%	60 Days
1192597	Entry I FR 24X36 FBI 3 Position Handle	$3,600.00	$2,160.00	40%	60 Days
1301044	Entry II X 24X48 Horizontal Handle	$3,765.00	$2,259.00	40%	60 Days
1301043	Entry II X 24X48 3-Position Handle	$3,765.00	$2,259.00	40%	60 Days
1348219	Entry II X 24X48 Foxfury B70 Integrated Light Horizontal Handle	$5,590.00	$3,354.00	40%	60 Days
1348223	Entry II X 24X48 Foxfury B70 Integrated Light 3-Position Handle	$5,590.00	$3,354.00	40%	60 Days
DEFENDER™ SERIES					
1301042	Defender X 20X34 Horizontal Handle	$2,860.00	$1,716.00	40%	60 Days
1301041	Defender X 20X34 3-Position Handle	$2,860.00	$1,716.00	40%	60 Days
1345986	Defender X 20X34 Foxfury B70 Integrated Light Horizontal Handle	$4,680.00	$2,808.00	40%	60 Days
1348225	Defender X 20X34 Fox fury B70 Integrated Light 3-Position Handle	$4,680.00	$2,808.00	40%	60 Days
MIGHTY MITE™ SERIES					
1301039	Mighty Mite X 18X30 Horizontal Handle	$2,675.00	$1,605.00	40%	60 Days
1301040	Mighty Mite X 18X30 3-Position Handle	$2,675.00	$1,605.00	40%	60 Days
1348220	Mighty Mite X 18X30 Foxfury B70 Integrated Light Horizontal Handle	$4,500.00	$2,700.00	40%	60 Days
1348224	Mighty Mite X 18X30 Fox fury B70 Integrated Light 3-Position Handle	$4,500.00	$2,700.00	40%	60 Days
FIRST RESPONDER™ SERIES					
1002697	Patroller™ 18X24 Horizontal Handle	$1,870.00	$1,122.00	40%	60 Days
1002687	Patroller™ FR 22X31 Horizontal Handle	$2,245.00	$1,347.00	40%	60 Days
1163976	TSI 1 20X34 Horizontal Handle	$1,675.00	$1,005.00	40%	60 Days
1171174	TSI 1 20X34 3-Position Handle	$1,675.00	$1,005.00	40%	60 Days
1002700	TSI 2 24X36 Horizontal Handle	$1,870.00	$1,122.00	40%	60 Days

SHIELDS

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1175465	TSI 2 24x36 3-Position Handle	$1,870.00	$1,122.00	40%	60 Days
1164024	TSI 3 20X48 Horizontal Handle	$2,010.00	$1,206.00	40%	60 Days
HI-VIZ™ SERIES					
1345191	HI-VIZ 12X24 Clear Horizontal Handle	$1,390.00	$834.00	40%	60 Days
1345192	HI-VIZ 12X24 Clear T-Shape Horizontal Handle	$1,390.00	$834.00	40%	60 Days
1345193	HI-VIZ 9.5X24 Clear Horizontal Handle	$1,195.00	$717.00	40%	60 Days
STRIKE™ SERIES					
1345164	Strike Shield IIIA Soft Roll-Up Shield 20X28 Horizontal Handle	$1,760.00	$1,056.00	40%	60 Days
1345165	Strike Shield IIIA Soft Roll-Up Shield 20X32 Horizontal Handle	$1,945.00	$1,167.00	40%	60 Days
1314109	Strike Shield SX IIIA Soft Roll-Up Shield 20X28 Horizontal Handle	$2,790.00	$1,674.00	40%	60 Days
HARDWIRE® LEVEL IIIA SHIELDS					
1360830	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30	$4,640.00	$2,784.00	40%	60 Days
1360831	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30 - POLI(	$4,640.00	$2,784.00	40%	60 Days
1360832	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30 - SHEF	$4,640.00	$2,784.00	40%	60 Days
1360833	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30 - CUST	$4,640.00	$2,784.00	40%	60 Days
1360834	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30	$3,550.00	$2,130.00	40%	60 Days
1360835	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30 - POLIC	$3,550.00	$2,130.00	40%	60 Days
1360836	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30 - SHER	$3,550.00	$2,130.00	40%	60 Days
1360837	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30 - CUST	$3,550.00	$2,130.00	40%	60 Days
1360838	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30	$4,640.00	$2,784.00	40%	60 Days
1360839	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30 - POLICE	$4,640.00	$2,784.00	40%	60 Days
1360840	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30 - SHERIFF	$4,640.00	$2,784.00	40%	60 Days
1360841	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30 - CUSTOM	$4,640.00	$2,784.00	40%	60 Days
1360842	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30	$3,550.00	$2,130.00	40%	60 Days
1360843	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30 - POLICE	$3,550.00	$2,130.00	40%	60 Days
1360844	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30 - SHERIFF	$3,550.00	$2,130.00	40%	60 Days
1360845	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30 - CUSTOM	$3,550.00	$2,130.00	40%	60 Days
1360846	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30	$3,550.00	$2,130.00	40%	60 Days
1360847	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30 - POLICE	$3,550.00	$2,130.00	40%	60 Days
1360848	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30 - SHERIFF	$3,550.00	$2,130.00	40%	60 Days
1360849	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30 - CUSTOM	$3,550.00	$2,130.00	40%	60 Days

SHIELDS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
BALLISTIC & FRAGMENTATION BLANKETS					
1002742	3910 Ballistic & Fragmentation Blanket NIJ Type IIIA MIL-STD-662F 48X72	$4,570.00	$2,742.00	40%	60 Days
1189102	3910S Ballistic & Fragmentation Blanket NIJ Type IIIA MIL-STD-662F 48X48	$3,275.00	$1,965.00	40%	60 Days
1002741	3909 Fragmentation Blanket Mil-Std-662F 48X72	$3,615.00	$2,169.00	40%	60 Days
1003067	Ballistic Blanket Stand and Carry Bag	$1,850.00	$1,110.00	40%	60 Days
LEVEL III SHIELDS					
ASSAULT™ SERIES					
1354911	Assault II VP™ 16X30 Foxfury B70 Integrated Light Horizontal Handle	$8,750.00	$5,250.00	40%	60 Days
1347352	Assault II VP™ 16X30 Horizontal Handle	$5,380.00	$3,228.00	40%	60 Days
1355727	Assault II VP™ 16X30 3-Position Handle	$6,975.00	$4,185.00	40%	60 Days
1354910	Assault III VP™ 20X36 Foxfury B70 Integrated Light Horizontal Handle	$9,850.00	$5,910.00	40%	60 Days
1352071	Assault III VP™ 20X36 Horizontal Handle	$7,895.00	$4,737.00	40%	60 Days
1355728	Assault III VP™ 20X36 3-Position Handle	$7,895.00	$4,737.00	40%	60 Days
1150468	Assault 1™ 16X24 Horizontal Handle	$5,315.00	$3,189.00	40%	60 Days
1150469	Assault 2™ 16X30 Horizontal Handle	$5,780.00	$3,468.00	40%	60 Days
1150720	Assault 2™ 16X30 3 Position Handle	$5,780.00	$3,468.00	40%	60 Days
1150470	Assault 3™ 16X39 Horizontal Handle	$7,125.00	$4,275.00	40%	60 Days
NATO™ SERIES					
1150466	NATO 1™ 17X32 Horizontal Handle	$6,720.00	$4,032.00	40%	60 Days
1150465	NATO 2™ 20X34 Horizontal Handle	$8,185.00	$4,911.00	40%	60 Days
1150467	NATO 3™ 26X48 Horizontal Handle	$15,780.00	$9,468.00	40%	60 Days
1189266	NATO SS™ 20X32 Horizontal Handle	$8,595.00	$5,157.00	40%	60 Days
HARDWIRE® LEVEL III SHIELDS					
1360850	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30	$8,210.00	$4,926.00	40%	60 Days
1360851	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30 - POLICI	$8,210.00	$4,926.00	40%	60 Days
1360852	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30 - SHERI	$8,210.00	$4,926.00	40%	60 Days
1360853	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30 - CUSTC	$8,210.00	$4,926.00	40%	60 Days
1360854	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30	$6,390.00	$3,834.00	40%	60 Days
1360855	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30 - POLICE	$6,390.00	$3,834.00	40%	60 Days
1360856	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30 - SHERIF	$6,390.00	$3,834.00	40%	60 Days
1360857	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30 - CUSTC	$6,390.00	$3,834.00	40%	60 Days
1360858	Hardwire® Level III Standard Tactical Shield with Viewport 20X30	$8,210.00	$4,926.00	40%	60 Days
1360859	Hardwire® Level III Standard Tactical Shield with Viewport 20X30 - POLICE	$8,210.00	$4,926.00	40%	60 Days
1360860	Hardwire® Level III Standard Tactical Shield with Viewport 20X30 - SHERIFF	$8,210.00	$4,926.00	40%	60 Days

SHIELDS

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1360861	Hardwire® Level III Standard Tactical Shield with Viewport 20X30 - CUSTOM	$8,210.00	$4,926.00	40%	60 Days
1360862	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30	$6,390.00	$3,834.00	40%	60 Days
1360863	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30 - POLICE	$6,390.00	$3,834.00	40%	60 Days
1360864	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30 - SHERIFF	$6,390.00	$3,834.00	40%	60 Days
1360865	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30 - CUSTOM	$6,390.00	$3,834.00	40%	60 Days
1360866	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30	$6,390.00	$3,834.00	40%	60 Days
1360867	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30 - POLICE	$6,390.00	$3,834.00	40%	60 Days
1360868	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30 - SHERIFF	$6,390.00	$3,834.00	40%	60 Days
1360869	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30 - CUSTOM	$6,390.00	$3,834.00	40%	60 Days
LEVEL IV SHIELDS					
PHOENIX™ SERIES					
1002711	Phoenix IV™ 24X48 (Includes 3 panels and wheel base)	$22,250.00	$13,350.00	40%	60 Days
1002630	Phoenix IV™ 24X16 (Additional Panel)	$5,800.00	$3,480.00	40%	60 Days
1002564	Phoenix IV™ 24X16 (Additional Panel w/ Viewport)	$6,350.00	$3,810.00	40%	60 Days
SHIELD LIGHTING SYSTEMS					
LIGHTING SYSTEMS - Compatible with All PROTECH Shields Excluding Intruder & Intruder G2 Series					
1314777	FoxFury Taker B10 380 Lumens - Batteries Not Included	$475.00	$285.00	40%	60 Days
1314778	FoxFury Taker B30 600 Lumens - Batteries Not Included	$550.00	$330.00	40%	60 Days
1186181	FoxFury Taker B50 1000 Lumens - Batteries Not Included	$1,050.00	$630.00	40%	60 Days
LEGACY LIGHTING SYSTEM REPLACEMENT PARTS - For Intruder & Intruder G2 555 & 556 Light Systems					
1001641	NICAD 12V Battery	$255.00	$153.00	40%	60 Days
1003007	NICAD 12V Charger	$90.00	$54.00	40%	60 Days
1001647	Light Activation Pressure Switch (Intruder™ Models Only)	$95.00	$57.00	40%	60 Days
1178316	Halogen Horizontal Handle Pressure Switch	$95.00	$57.00	40%	60 Days
1178320	LED 3 Position Handle Pressure Switch	$95.00	$57.00	40%	60 Days
1178459	Horizontal Handle LED Pressure Switch	$95.00	$57.00	40%	60 Days
SHIELD ACCESSORIES					
CARRY BAGS					
1166798	Shield Carry Bag Small 23X30	$165.00	$99.00	40%	60 Days
1002756	Shield Carry Bag Medium 26X36	$175.00	$105.00	40%	60 Days
1002758	Shield Carry Bag Large 29X48	$185.00	$111.00	40%	60 Days
1187037	Shoulder Strap Complete Assembly	$25.00	$15.00	40%	60 Days

SHIELDS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 164720

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
TEAR-AWAYS					
1355022	PTA-SA X-Series Viewport Lens 3 Layer Tear Off Kit	$96.50	$57.90	40%	60 Days
1355021	PTA-SA Assault Viewport Lens 3 Layer Tear Off Kit	$67.50	$40.50	40%	60 Days
HOODS					
1156829	Shield Hood Small 13.5X20	$120.00	$72.00	40%	60 Days
1002757	Shield Hood Medium 13.5X23	$125.00	$75.00	40%	60 Days
1156828	Shield Hood Large 18X27	$140.00	$84.00	40%	60 Days
SHIELD SUPPORT HOOKS					
1184578	Shield Support Hook Attachment	$80.00	$48.00	40%	60 Days

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/26/2023

Bid/Contract/PO #: 6181-0001SER

Company Name: STRETCHER'S	Company Contact: EDWARD J. MARBEN
Contact Phone: (262) 229-2541	Contact Email: EDM@STRETCHERS.COM

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name EDWARD J. MARBEN

Title VP CENTRAL REGION

Date 10/26/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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

File #: PW-R-0004-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.A.

WATER PURCHASE AND SALE AGREEMENT BETWEEN
THE DUPAGE WATER COMMISSION AND DUPAGE COUNTY, ILLINOIS

WHEREAS, the County of DuPage, a body corporate and politic (hereinafter referred to as COUNTY) and the DuPage Water Commission, organized to supply water within its territorial limits under the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq*. (hereinafter referred to as COMMISSION), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et se*q.; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Counties Code, 55 ILCS 5/1001 *et seq*.; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., as amended,; and the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq*. (the "Acts" as hereafter defined); the Illinois General Assembly has granted the COUNTY the authority to enter into contracts with the COMMISSION for the purchase and sale of potable Lake Michigan water ("Lake Water"); and

WHEREAS, the COMMISSION has entered into a "Water Supply Contract" to purchase Lake Water sufficient to meet the water supply needs of the COMMISSION and the COUNTY and other municipalities (the "Contract Customers"); and

WHEREAS, the COUNTY is authorized under the Acts to receive Lake Water through the instrumentality of the COMMISSION; and

WHEREAS, the COUNTY is a current Charter Customer of the COMMISSION pursuant to the Water Purchase and Sale Contract between the COMMISSION and the COUNTY dated June 11, 1986 (the "Original Contract"); and

WHEREAS, the Original Contract expires on February 24, 2024;

WHEREAS, the COMMISSION and COUNTY desire and intend to enter into a new Water Purchase and Sale Contract between the COMMISSION and COUNTY (the "New Contract") (attached hereto as Exhibit 1 and incorporated as if fully set forth herein) whereby the COMMISSION will supply water to the COUNTY according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the COUNTY has determined that it is reasonable, necessary and in the public interest and welfare to enter into the New Contract with the COMMISSION.

WHEREAS, the New Contract will expire on February 24, 2064;

NOW THEREFORE IT BE RESOLVED by the DuPage County Board that the foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby directed and authorized to execute the attached Water Purchase and Sale Contract on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that two (2) certified original copies of this Resolution and Water Purchase and Sale Contract be sent to the COMMISSION, by and through the DuPage County Division of Public Works.

Enacted and approved this 28th day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION

COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS-AMERICAN WATER COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, ____

WATER PURCHASE AND SALE CONTRACT

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SIGNATURES

EXHIBIT 1 Map

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison
Village of Bartlett
Village of Bensenville
Village of Bloomingdale
Village of Carol Stream
Village of Clarendon Hills
City of Darien
Village of Downers Grove
County of DuPage
City of Elmhurst
Village of Glendale Heights
Village of Glen Ellyn
Village of Hinsdale
Village of Itasca
Village of Lisle
Village of Lombard
City of Naperville
Village of Oak Brook
City of Oakbrook Terrace
Village of Roselle
Village of Villa Park
Village of Westmont
City of Wheaton
Village of Willowbrook
Village of Winfield
City of Wood Dale
Village of Woodridge

Others

Illinois-American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the "Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: "Cost of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

"Aggregate Costs" means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

"Bonds" means all of the Commission's obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

"Bond Resolution" means the Commission's bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

"Charter Customers" means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

"Commission" means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

"Contract" means this Contract.

"Contract Customers" collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

"Cost of the Project" means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

"Customer" means any customer purchasing water from the Commission.

"Fiscal Year" means the fiscal year of the Commission.

"Fixed Costs" means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

"Full Water Requirements" means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

"Lake Water" means potable, filtered water drawn from Lake Michigan.

"Minimum Take or Pay Requirement" means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

"Operations and Maintenance Costs" means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

"Project" means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

"Subsequent Customer" means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

"Subsequent Contract" means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

"Trustee" means the trustee provided in the Bond Resolution.

"Underconsumer" means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

"Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer's Water Allocation times 365.

"Underconsumption Costs" means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

"Underconsumption Ratio" means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

"Unit System" means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

"Water Allocation" means, with respect to a Customer, such Customer's allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

"Water Supply Contract" means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

"Waterworks System" means all the Commission's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of "included units" in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission's obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer's then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer's Water Allocation divided by 24. Further, the Commission's obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission's Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the

Commission's source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii) the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and

capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all

reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests of mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to

the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract

Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

(h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board

Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of $100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

(c) Intentionally Omitted.

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

> Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].
>
> The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the

unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract

Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed

shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.

(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract Customers shall not resell more than five percent of the water purchased from the Commission *except:* (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not

less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such

inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this

Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer

shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

(i) Make available general and financial information about itself in accordance with GAAP;

(ii) Consent to publication and distribution of its financial information;

(iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;

(iv) Make available certified copies of official proceedings;

(v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs,

provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between the Commission and the Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 27. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zucchero, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giless, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]
Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehrli, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By_____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By_____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk

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

File #: PW-R-0005-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.B.

CONCURRENCE FOR AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

WHEREAS, the County of DuPage, a body corporate and politic (hereinafter referred to as COUNTY) and the DuPage Water Commission, organized to supply water within its territorial limits under the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq*. (hereinafter referred to as COMMISSION), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et se*q.; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Counties Code, 55 ILCS 5/1001 *et seq*.; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., as amended; and the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq*. (the "Acts" as hereafter defined); the Illinois General Assembly has granted the COUNTY the authority to enter into contracts with the COMMISSION for the purchase and sale of potable Lake Michigan water ("Lake Water"); and

WHEREAS, the COUNTY is authorized under the Acts to receive Lake Water through the instrumentality of the COMMISSION; and

WHEREAS, in 1984, the COMMISSION entered into a Water Supply Contract Between the COMMISSION and the City of Chicago (the "Water Supply Contract") for the Commission to purchase Lake Michigan water from the City of Chicago (the "City") to provide to the COMMISSION's customers (the "Charter Customers"); and

WHEREAS, in 1986, the COUNTY entered into a Water Purchase and Sale Contract with the COMMISSION for the COMMISSION to purchase Lake Michigan water from the City of Chicago (the "City") to provide to the Charter Customers; and

WHEREAS, the Water Purchase and Sale Contract expires on February 24, 2024; and

WHEREAS, the Water Supply Contract expires on March 19, 2024; and

WHEREAS, the Water Supply Contract grants the COMMISSION the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years; and

WHEREAS, the COMMISSION has commenced negotiations with the City on a new water supply contract, but the COMMISSION does not believe that a water supply contract will be executed before the current Water Purchase and Sale contract expires; and

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the COMMISSION and Charter Customers, the COMMISSION held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City; and

WHEREAS, the COMMISSION has deemed it to be in the interest of the COMMISSION and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than fifteen (15) years nor more than twenty (20) years; and

WHEREAS, the COUNTY deems it to be reasonable, necessary, and in the best interests of the public's welfare to approve and consent to an extension of the Water Supply Contract for a period not less than fifteen (15) years nor more than twenty (20) years; and

NOW THEREFORE IT BE RESOLVED by the DuPage County Board that the foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board; and

BE IT FURTHER RESOLVED that the DuPage County Board hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than fifteen (15) years nor more than twenty (20) years, without further action by the DuPage County Board; and

BE IT FURTHER RESOLVED that the Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

Enacted and approved this 28th day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

File #: PW-P-0045-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.C.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FEHR GRAHAM, FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PROCESS CONTROL AND INFRASTRUCTURE AROUND DUPAGE COUNTY

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant process control and infrastructure; and

WHEREAS, Fehr Graham. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 ($95,000.00) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to Fehr Graham, 230 Woodlawn Avenue, Illinois 60506, ATTN: Mark Halm; Nicholas V. Alfonso, State's Attorney's Office.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $95,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Fehr Graham	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Mark Halm	VENDOR CONTACT PHONE: 630.897.4651	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: mhalm@fehrgraham.com	VENDOR WEBSITE: www.fehrgraham.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). On-Call professional engineering services on an as-needed basis for wastewater treatment process control and infrastructure, from November 14, 2023 through November 30, 2025, in the amount of $95,000.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This contract will be used on an as-needed basis to address issues of evaluating, design, upgrading, and modernization along with other work as needed at various DuPage County wastewater infrastructures.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 3 SOI's and completed a consultant evaluation to rank the firms. After review, it was determined that Fehr Graham was the top firm based on their experience with the services needed.
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) Contract approval with Fehr Graham. This is the recommended option. 2) Contract with an alternative firm. Not recommended due to staff review and experience of Fehr Graham. 3) Do not award a contract. Not recommended due to the need for upgrading and modernization in order to keep wastewater parameters in line with EPA regulations.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Fehr Graham	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Mark Halm	Email: mhalm@fehrgraham.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 230 Woodlawn Avenue	City: Aurora	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60506	State: Illinois	Zip: 60517
Phone: 630.897.4651	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
Send Payments To:		*Ship to:*	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	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): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Sandra Martinez/Amy Arlowe			

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		On-Call professional engineering services on an as-needed basis for wastewater treatment process control and infrastructure from November 14, 2023 through November 30, 2025.	FY24	2000	2555	53010		50,000.00	50,000.00
2	1	EA			FY25	2000	2555	53010		45,000.00	45,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FEHR GRAHAM. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PROCESS CONTROL & INFRASTRUCTURE AROUND DUPAGE COUNTY

THIS AGREEMENT is made this 14th day of November, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187(hereinafter referred to as the COUNTY) and Fehr Graham, licensed to do business in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506 (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 ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant process control and infrastructure; and

WHEREAS, Fehr Graham. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 ($95,000.00); 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 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 a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 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.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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 Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT 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 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired 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 subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.

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 COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered 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 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 ($95,000.00). 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 until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.”

6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced 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, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its subconsultants of the revised rates of wages.

7.0 DELIVERABLES

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

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not

less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000)excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees 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."

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property to the extent caused by the CONSULTANT'S negligent or willful misconduct, 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. 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 Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

9.5 Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against CONSULTANT and not against any of CONSULTANT's employees, shareholders, officers, or directors.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging 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 provided by similar professional firms practicing in DuPage County.

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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the

breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination 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., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.

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 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(s), 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 CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

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 Section 16.0, or

(b) November 30, 2025, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

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

15.3 The term for performing this AGREEMENT may be amended by a change order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, 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 or without cause thirty (30) days after having served 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, in which case termination shall be effective immediately upon receipt of notice.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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 The laws of the State of Illinois shall govern this AGREEMENT 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 judicial circuit court for DuPage County.

21.0 NOTICES.

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

FEHR GRAHAM
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark Halm, P.E., BCEE

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

21.2 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.-4:30 p.m. CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, 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 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

24.2 RESERVED.

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage	Fehr Graham, Inc.
	[redacted]
Deborah A. Conroy, Chair DuPage County Board	Mick Gronewold Principal
	[redacted]
Jean Kaczmarek DuPage County Clerk	Tina Dettman Project Administrator

Exhibit A

Scope of Services

Department: Public Works

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Scope of Work is on an on-call, as-needed basis, for a not-to-exceed amount of $95,000 to address issues of evaluating, design, upgrading and modernization along with other work as needed. The consultant may be responsible to perform, but not limited to, the following tasks:

- Plant Data collection and analysis
- Plant Operational laboratory data analysis
- Plant system modeling
- Plant system process analysis
- Plan preparation, specifications, and preparation of cost estimates
- Other design issues as encountered
- IEPA Permitting/review

Exhibit B
Anticipated Deliverables

Department: Public Works

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Anticipated Deliverables:

- Task order memoranda
- 65% Plans and Specifications for County Review
- 85% Plans and Specifications and Engineer's Opinion of Probable Construction Costs for County Review
- Bid Set Plans and Specifications for County Review
- Data collection, analysis and reports
- Laboratory data analysis and reports
- Capacity study analysis and reports
- System modeling analysis and reports
- WWTP process analysis and reports
- IEPA permitting documentation

Exhibit C
Cost Data and Rates

Department: Public Works

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Cost: Not-to-exceed $95,000. Tasks will be assigned by the County and costs associated with completing the tasks will be agreed to in writing prior to starting work. Deuchler staff will be allocated based on the requirements of the work to ensure the highest quality at the lowest fee.

1. Fehr Graham Subconsultant Fees: Any specialty subconsultants fees required to perform the requested tasks will be pre-approved by DuPage County personnel and billed at the actual cost to Fehr Graham without markup.
2. Fehr Graham labor multiplier = 2.80
3. Rate Structure: Per Exhibit C-1. Rates effective through December 31, 2023
4. Direct expenses, such as copies, will be billed at the actual cost to Fehr Graham.

2023 Personnel Chargeout Rates

Principal	$200 – 270
Senior Project Manager	$160 - 250
Project Manager	$120 - 230

Engineering

Lead Structural Engineer	$190 - 220
Electrical Engineer	$170 - 190
Senior Project Engineer	$120 - 180
Project Engineer	$110 - 160
CAD Manager	$120 - 140
Designer	$80 - 120
Staff Engineer	$100 - 130
Engineer	$80 - 170
Senior Structural Engineer	$160 - 190
Senior Resident Engineer	$120 - 160
Water/Wastewater Op Specialist	$120 - 150
Senior Engineering Technician	$90 - 160
Associate Engineering Technician	$70 - 110
Engineering Technician	$60 - 110

Landscape Architect Project Manager	$135-184

GIS Specialist	$90 - 100

Surveying

Survey Manager	$170 - 180
Land Surveyor	$110 - 140
Surveyor	$100 - 130
Survey Crew Chief	$90 - 120
Survey Technician	$60 - 90

Environmental Health and Safety

Senior Project EHS Scientist	$125 - 165
Senior EHS Scientist	$110 - 150
EHS Project Scientist	$100 - 140
EHS Scientist	$90 - 120
EHS Specialist	$70 - 110
EHS Technician	$70 - 120
Senior Project Hydrogeologist	$134 - 187
Project Hydrogeologist	$90 - 130
Geologist	$70 - 90
Staff Hydrogeologist	$80 - 110
Hydrogeologist	$70 - 100
Biologist	$90 - 120

IT Consultant	$70-160

Grant Writer/Community Development Specialist	$90 - 120
Project Coordinator	$70 - 120
Project Administrator	$70 - 120
Project Assistant	$79

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 10.25.2023

Bid/Contract/PO #:

Company Name: Fehr Graham	Company Contact: Chris DeSilva
Contact Phone: 630.897.4651	Contact Email: cdesilva@fehrgraham.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Chris Desilva, PE

Title Branch Manager

Date 10.25.2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

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

File #: PW-P-0046-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.D.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND TROTTER AND ASSOCIATES INC. FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER AND
WATER PERMIT REPORTING AT DUPAGE COUNTY OWNED FACILITIES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant permit compliance and renewal; and

WHEREAS, Trotter & Associates Inc. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 ($95,000.00); and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Trotter and Associates Inc., 40W201 W. Wasco Rd, Ste D, St Charles, Illinois 60175, ATTN: Scott Trotter; Nicholas V. Alfonso, State's Attorney's Office.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $95,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Trotter and Associates Inc	VENDOR #: 12448	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Scott Trotter	VENDOR CONTACT PHONE: 630.587.0470	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: s.trotter@trotter-inc.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.).
On-Call professional engineering services on an as-needed basis for wastewater treatment plant permit reporting from November 14, 2023 through November 30, 2025, in the amount of $95,000.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This contract will be used on an as-needed basis to assist with compliance reporting requirements to the USEPA and IEPA.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 3 SOI's and completed a consultant evaluation to rank the firms. After review it was determined that Trotter and Associates Inc. was the top firm based on their experience with the services needed.
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) Contract approval with Trotter and Associates Inc. This is the recommended option. 2) Contract with an alternative firm. Not recommended due to staff review and the experience of Trotter and Associates Inc. 3) Do not award a contract. Not recommended due to the need for NPDES compliance.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Trotter and Associates Inc.	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Scott Trotter	Email: s.trotter@trotter-inc.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 40W201 Wasco Rd, Ste D	City: St Charles	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60175	State: Illinois	Zip: 60517
Phone: 630.587.0470	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
Send Payments To:		*Ship to:*	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	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): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Sandra Martinez/Amy Arlowe			

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		On-Call professional engineering services on an as-needed basis for wastewater treatment plant permit reporting from November 14, 2023 through November 30, 2023.	FY24	2000	2555	53010		50,000.00	50,000.00
2	1	EA			FY25	2000	2555	53010		45,000.00	45,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND TROTTER AND ASSOCIATES INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER & WATER PERMIT REPORTING AT DUPAGE COUNTY OWNED FACILITIES

THIS AGREEMENT is made this 14th day of November, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) TROTTER ASSOCIATES, INC., licensed to do business in the State of Illinois, with offices at 40w201 Wasco Road, suite D, St Charles, Il. (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 ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant permit compliance and renewal; and

WHEREAS, Trotter & Associates. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 ($95,000.00); 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 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 a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 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.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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 Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT 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 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired 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 subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.

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 COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered 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 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 ($95,000.00). 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 until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.”

6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced 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, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its subconsultants of the revised rates of wages.

7.0 DELIVERABLES

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

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not

less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000)excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees 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."

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property to the extent caused by the CONSULTANT'S negligent or willful misconduct, 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. 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 Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging 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 provided by similar professional firms practicing in DuPage County.

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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S

failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination 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., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.

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 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(s), 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 CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

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 Section 16.0, or

(b) November 30, 2025, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

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

15.3 The term for performing this AGREEMENT may be amended by a change order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, 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 or without cause thirty (30) days after having served 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, in which case termination shall be effective immediately upon receipt of notice.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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 The laws of the State of Illinois shall govern this AGREEMENT 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 judicial circuit court for DuPage County.

21.0 NOTICES.

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

Trotter Associates, Inc.
40w201 Wasco Rd Ste D
St Charles, Il 60175
ATTN: Scott Trotter, President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

21.2 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.-4:30 p.m. CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, 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 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

24.2 RESERVED.

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage	Trotter & Associates, Inc.
	[redacted]
Deborah A. Conroy, Chair	Scott Trotter, P.E., BCEE
DuPage County Board	President
	[redacted]
Jean Kaczmarek DuPage County Clerk	Aaron Berry, P.E. Project Manager

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

DuPage County Public Works
Professional Engineering Services for Wastewater Treatment Plant Permit Renewal
Exhibit A – Scope of Services

Consultant: Trotter and Associates, Inc.

Project: Wastewater Treatment Plant Permit Renewal

Scope of Services

Services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

A. PERMIT RENEWAL PHASE

1) General Engineering Services

a. Hold a project kick-off meeting with DuPage County staff to confirm objectives and establish a work-plan.

b. Perform site visits as necessary to determine the condition of existing infrastructure.

c. Review all plant and system historical data and previous reports, facility plans, and project plans.

d. Summarize the County's goals, challenges, concepts, requirements and objectives.

e. Hold work sessions with County Staff as needed to review all documentation and reporting.

f. Assist the County with any required responses to the Order on Consent as issued by the USEPA for the Nordic WWTP and Tributary Collection System.

2) Report Documentation

a. Section No. 1 – General Background

i. Summarize historical information and reports, including any improvements that have been completed, are in progress, and are planned.

b. Section No. 2 – Corrective Action Plan

i. Develop a site-specific plan to address effluent limitation violations as identified in USEPA Order on Consent. Identify and document steps already taken to address violations as required within the USEPA agreement.

ii. Perform site analysis with County staff to review operational strengths of the new facility, and document within the Corrective Action Plan.

c. Section No. 3 – SSO Monitoring Report

i. Develop a plan to eliminate SSOs from the sanitary sewer collection system. Identify and document all changes that have occurred to date. Document and propose remote monitoring locations, and reporting upon implementation.

ii. Provide a written plan for SSO 24-hour reporting plan and documentation.

iii. Develop a SSO Elimination plan with specific projects and implementation of technology for monitoring.

1. The plan shall include any potential repairs, WWTP improvements, etc. In addition, identification of implementation schedules and costs.

d. Section No. 4 – Reporting & Bypassing

i. Document procedures and processes for Representative Sampling during Wet Weather events and effluent limit violations.

ii. Develop a bypass elimination plan for the WWTP and evaluate criteria to eliminate the potential for any bypasses of processes to occur.

e. Section No. 5 – Capacity, Management, Operations, and Maintenance Program (CMOM)

i. Develop a CMOM program Standard Operating Procedure (SOP) for the Nordic WWTP and tributary collection system which includes manhole inspections/observations, maintenance activities, and corrective actions.

ii. Integrate the Nordic WWTP and tributary collection system into the County's existing CMOM program. Update the required sections as necessary to document the collection system and treatment facility, reporting methods, critical contacts, etc.

3) Status Reporting (Estimated – Eight Total Reports)

i. Provide quarterly reporting to be submitted to the USEA (January 31st, April 30th, July 31st, and October 31st) documenting the following:

1. A description of the actions that have been taken toward achieving compliance with this Order during the previous quarter including an assessment of the milestones due, whether they were met, and if not, actions taken or planned to meet the milestones, the timeline for meeting those milestones, and any impact on future milestones;

2. an assessment of the effectiveness of such actions in preventing effluent violations and SSOs;

3. a summary of all effluent violations and SSOs that occurred during the previous quarter; and

4. an analysis of the cause of each such effluent violation or SSO.

4) Final Report and Certification

a. Assist the County with the development of a final report to be submitted to the USEPA at the conclusion of the Order on Consent documentation, and reporting timelines. This report shall have:

i. A description of the actions that have been taken toward achieving compliance with this Order during the previous quarter including an assessment of the milestones due, whether they were met, and if not, actions taken or planned to meet the milestones, the timeline for meeting those milestones, and any impact on future milestones;

ii. an assessment of the effectiveness of such actions in preventing effluent violations and SSOs;

iii. a summary of all effluent violations and SSOs that occurred during the previous quarter; and (d) an analysis of the cause of each such effluent violation or SSO.

5) IEPA & USEPA Coordination

a. Provide assistance to the County in regards to IEPA & USEPA permitting compliance and low-interest loan coordination. Permitting assistance may be in regards to compliance with the existing NPDES permits, and/or future NPDES permit modifications. Loan assistance can consist of procurement/management support and documentation.

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

DuPage County Public Works
Professional Engineering Services For Wastewater Treatment Plant Permit Renewal
Exhibit B – Deliverables

Consultant: Trotter and Associates, Inc.

Project: Wastewater Treatment Plant Permit Renewal

Trotter and Associates will provide the following deliverables for the above referenced project:

A. Corrective Action Plan/SSO Monitoring Report/SSO Elimination Plan/ CMOM Program

1) Two (2) hard copies of the final documentation/report will be provided as part of the Project.

2) Trotter and Associates, Inc. will provide electronic copies of the final reporting and documentation in PDF format to the County, including all appendices and calculations. If requested, TAI will also provide any calculations and exhibit documents in excel (.xls), and ESRI ArcGIS (.shp) formats.

B. Quarterly Status Reports (Est. Eight Total)

1) Two (2) hard copies of the final documentation/report will be provided as part of the Project.

2) Trotter and Associates, Inc. will provide electronic copies of the final reporting and documentation in PDF format to the County, including all appendices and calculations. If requested, TAI will also provide any calculations and exhibit documents in excel (.xls), and ESRI ArcGIS (.shp) formats.

C. Final Report and Certification

1) Two (2) hard copies of the final documentation/report will be provided as part of the Project.

2) Trotter and Associates, Inc. will provide electronic copies of the final reporting and documentation in PDF format to the County, including all appendices and calculations. If requested, TAI will also provide any calculations and exhibit documents in excel (.xls), and ESRI ArcGIS (.shp) formats.

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

DuPage County Public Works
Professional Engineering Services For Wastewater Treatment Plant Permit Renewal
Exhibit C – Cost Data and Rates

Consultant: Trotter and Associates, Inc.
Project: Water and Wastewater Treatment Facilities and Systems
Project Multiplier: 2.8
Contract Not-to-Exceed: $95,000

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	$114.00	$132.30	
Engineer Level VIII	$90.00	$111.30	
Engineer Level VII	$72.00	$92.40	
Engineer Level VI	$64.00	$84.00	
Engineer Level V	$60.00	$77.70	
Engineer Level IV	$48.00	$60.90	
Engineer Level III	$44.00	$54.60	
Engineer Level II	$42.00	$50.40	
Engineer Level I	$34.00	$42.00	
Engineering Intern	$18.00	$31.50	
Principal Architect	$104.00	$121.80	
Architect Level VIII	$86.00	$111.30	
Architect Level VII	$74.00	$92.40	
Architect Level VI	$64.00	$84.00	
Architect Level V	$70.00	$84.00	
Architect Level IV	$62.00	$75.60	
Architect Level III	$48.00	$67.20	
Architect Level II	$42.00	$54.60	
Architect Level I	$34.00	$42.00	
Architect Intern	$18.00	$31.50	
Senior Technician	$62.00	$73.50	
Technician Level IV	$50.00	$69.30	
Technician Level III	$38.00	$54.60	
Technician Level II	$36.00	$52.50	
Technician Level I	$24.00	$37.80	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
GIS Specialist III	$52.00	$66.15	
GIS Specialist II	$36.00	$55.65	
GIS Specialist I	$20.00	$39.90	
Project Coordinator III	$44.00	$56.70	
Project Coordinator II	$40.00	$48.30	
Project Coordinator I	$32.00	$44.10	
Clerical Level III	$32.00	$52.50	
Clerical Level II	$26.00	$42.00	
Clerical Level I	$20.00	$35.70	
Professional Land Surveyor	$82.00	$99.75	
Survey Crew Chief	$45.00	$60.90	
Survey Technician Level II	$28.00	$44.10	
Survey Technician Level I	$20.00	$35.70	
Department Director	$75.00	$117.60	

Exhibit C Notes

1. Direct Expenses and subcontractor expenses will be billed without markup, and copies of said expenses will be provided with all invoicing.
2. Mileage Expenses are unallowable.
3. Pursuant to the Professional Services Agreement Salary Rate Increases will be permitted on an annual basis.

Signature of Consultant Authorized Agent: [redacted] Date: October 25th, 2023

Approved by County: _____ Date: _____

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 10/25/2023

Bid/Contract/PO #:

Company Name: Trotter and Associates, Inc.	Company Contact: Scott Trotter, P.E., BCEE
Contact Phone: 630.587.0470	Contact Email: s.trotter@trotter-inc.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Scott Trotter, P.E., BCEE

Title President

Date 10/25/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 **of** 0 **(total number of pages)**

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

File #: PW-P-0044-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.E.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING LTD., FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR
WATER SYSTEM DESIGN AND CONSTRUCTION MANAGEMENT AND
LAKE MICHIGAN ALLOCATION FOR VARIOUS REGIONS
AROUND DUPAGE COUNTY

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes,
Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates water treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to Lake Michigan water allocation, evaluation of water sources and systems; and

WHEREAS, CHRISTOPHER B. BURKE ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise in the allocation process and engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 ($95,000.00); and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to Christopher B. Burke Engineering, 9575 W. Higgins Rd, Illinois 60018, ATTN: Mark Emory; Nicholas V. Alfonso, State's Attorney's Office.

Enacted and approved this 14th day of November 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $95,000.00
	CURRENT TERM TOTAL COST: $95,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Christopher B. Burke Engineering, LTD	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Mark Emory	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: memory@cbbel.com	VENDOR WEBSITE: https://www.cbbel.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional engineering services for Lake Michigan water allocation with Christopher B. Burke Engineering, LTD from November 14, 2023 through November 30, 2026 in the amount of $95,000.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This contract will provide professional engineering services to DuPage County Public Works, which will include assistance with Lake Michigan water emergency and standard allocation processes, evaluating feasibility to bring Lake Michigan water to various DuPage County service areas, coordination with state agencies for water system improvement projects and permitting, licensing, and funding experience related to water system improvements. Staff solicited an RFP for engineering services and received four (4) statements of interest. After evaluation staff has selected Christopher B. Burke Engineering as the most qualified firm for the needed services.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 4 SOI's and completed a consultant evaluation to rank the firms. After review, it was determined that Christopher B. Burke Engineering was the top firm based on their experience with the services needed..
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 Christopher B. Burke Engineering for professional service. Recommended. 2) Contract with an alternate engineering firm. Not recommended due to the selected firm's knowledge in the area of water system improvements. 3) Do not award this contract. Not recommended due to the need for professional engineering services in order to provide water service for unincorporated County residents.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Christopher B. Burke Engineering, LTD.	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Mark Emory	Email: memory@cbbel.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 9575 W. Higgins Road	City: Rosemont	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60018	State: Illinois	Zip: 60517
Phone: 847-823-0500	Fax: 847-823-0520	Phone: 630-985-7400	Fax: 630-985-4802
Send Payments To:		*Ship to:*	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	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): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Professional engineering services with Christopher B. Burke Engineering, LTD from November 14, 2023 through November 30, 2026 in the amount of $95,000.	FY24	2000	2640	53010		45,000.00	45,000.00
2	1	EA			FY25	2000	2640	53010		40,000.00	40,000.00
3	1	EA			FY26	2000	2640	53010		10,000.00	10,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEM DESIGN & CONSTRUCTION MANAGMENT AND LAKE MICHIGAN ALLOCATION FOR VARIOUS REGIONS AROUND DUPAGE COUNTY

THIS AGREEMENT is made this 14th day of November, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187(hereinafter referred to as the COUNTY) and CHRISTOPHER B. BURKE ENGINEERING, LTD, licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 (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 ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates water treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to Lake Michigan water allocation, evaluation of water sources and systems; and

WHEREAS, CHRISTOPHER B. BURKE ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise in the allocation process and engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 ($95,000.00); 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 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 a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 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.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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 Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT 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 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired 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 subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended.

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 COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered 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 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 ($95,000.00). 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 until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT'S staff, and approved subconsultant's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."

6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced 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, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its subconsultants of the revised rates of wages.

7.0 DELIVERABLES

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

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not

less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000)excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees 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."

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property to the extent caused by the CONSULTANT'S negligent or willful misconduct, 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. 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 Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging 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 provided by similar professional firms practicing in DuPage County.

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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S

failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination 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., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.

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 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

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, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(s), 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 CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

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 Section 16.0, or

(b) November 30, 2026, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 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. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

15.3 The term for performing this AGREEMENT may be amended by a change order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, 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 or without cause thirty (30) days after having served 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, in which case termination shall be effective immediately upon receipt of notice.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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 The laws of the State of Illinois shall govern this AGREEMENT 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 judicial circuit court for DuPage County.

21.0 NOTICES.

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

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
ATTN: John P. Caruso, PE

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

21.2 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.-4:30 p.m. CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, 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 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

24.2 RESERVED.

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage	Christopher B. Burke Engineering, LTD.
	[redacted]
Deborah A. Conroy, Chair DuPage County Board	John P. Caruso, PE Vice President
	[redacted]
Jean Kaczmarek DuPage County Clerk	Sherry Sporina Assistant Corporate Secretary

SCHEDULE A

SCOPE OF SERVICES:

CBBEL will be responsible to perform, but not limited to, the following tasks:

- Obtain Permanent Allocation from IDNR
- Prepare Project Feasibility Evaluations for Lake Michigan Water Supply including water distribution modeling and design
- Identify potential permits required such as IEPA, IDOT, IDNR, USACE and IDPHA required sign-offs
- Funding options available; and funding related design requirements
- Agency Coordination

SCHEDULE B

DELIVERABLES:

- IDNR Permanent Allocation Application
- Letter Report / Preliminary Design Memorandum (PDM) Summarizing Project Feasibility Evaluations
- Applicable Permit Applications

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **Christopher B. Burke Engineering, Ltd.**

PROJECT: **Lake Michigan Water Allocation**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Engineer VI	60.00	86.00	
Engineer V	45.00	86.00	
Engineer IV	40.00	86.00	
Engineer III	33.00	78.00	
Engineer I/II	25.00	60.00	
Survey V	60.00	86.00	
Survey IV	50.00	86.00	
Survey III	50.00	78.00	
Survey II	40.00	65.00	
Survey I	30.00	50.00	
Engineering Technician V	60.00	86.00	
Engineering Technician IV	40.00	78.00	
Engineering Technician III	24.00	65.00	
Engineering Technician I/II	15.00	40.00	
CAD Manager	50.00	80.00	
CAD Technician II	30.00	65.00	
GIS Specialist III	45.00	70.00	
Landscape Architect	45.00	75.00	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Landscape Designer I/II	30.00	50.00	
Environmental Res Spec V	60.00	86.00	
Environmental Res Spec IV	40.00	75.00	
Environmental Res Spec III	30.00	60.00	
Environmental Res Spec I/II	25.00	45.00	
Environmental Resource Technician	30.00	50.00	
Engineering Intern	10.00	40.00	

Signature of Authorized Agent for CONSULTANT: _____ Date: 10/13/2023

Signature

Sherry Sporina

Print Name

Approved By COUNTY: _____ Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).

5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: October 27, 2023

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Mike Kerr
Contact Phone: 847-823-0500	Contact Email: mkerr@cbbel.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Sam Tornatore	CBBEL	Check	$500.00	Aug 23, 2023
Deb Conroy	CBBEL	Check	$1,000.00	May 15, 2023
Sam Tornatore	CBBEL	Check	$250.00	Aug 5, 2022
Grant Eckhoff	CBBEL	Check	$250.00	May 11, 2022
Brian Krajewski	CBBEL	Check	$250.00	May 31, 2022

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael E. Kerr, PE

Title President

Date Oct 27, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

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

File #: FM-P-0086-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.F.

AWARDING RESOLUTION
ISSUED TO VALDES SUPPLY
TO FURNISH AND DELIVER
PAPER TOWELS AND RESTROOM TISSUE
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $123,397.52)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Valdes Supply, to furnish and deliver paper towels and restroom tissue to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for the period of December 1, 2023 through November 30, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver paper towels and restroom tissue to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, for the period of December 1, 2023 through November 30, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Valdes Supply, 667 Chaddick Drive, Wheeling, IL 60090, for a contract total amount not to exceed $123,397.52, per renewal option under bid award#22-112-FM, first option to renew.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3138	RFP, BID, QUOTE OR RENEWAL #: 22-112-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $131,061.70
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $501,254.26
	CURRENT TERM TOTAL COST: $123,397.52	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: Valdes Supply	VENDOR #: 36338	DEPT: Facilities Management	DEPT CONTACT NAME: Angela Bolton
VENDOR CONTACT: Shahir Ahmed	VENDOR CONTACT PHONE: 847-657-6000	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL: angela.bolton@dupageco.org
VENDOR CONTACT EMAIL: shahir.ahmed@valdessupply.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for Facilities Management, for the period December 01, 2023 through November 30, 2024, for a total contract amount not to exceed $123,397.52, per renewal option under bid award #22-112-FM, first option to renew.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Restroom tissue and paper towels are necessary for the operation of campus facilities restrooms.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Valdes Supply	Vendor#: 36338	Dept: Facilities Management	Division:
Attn: Shahir Ahmed	Email: shahir.ahmed@valdessupply.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 667 Chaddick Drive	City: Wheeling	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone: 847-657-6000	Fax: 847-235-6869	Phone: 630-407-5700	Fax: 630-407-5701
Send Payments To:		*Ship to:*	
Vendor: Valdes Supply	Vendor#: 36338	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 667 Chaddick Drive	City: Wheeling	Address: various locations	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Restroom Tissue / Paper Towels	FY24	1000	1100	52280		123,397.52	123,397.52
FY is required, assure the correct FY is selected.										Requisition Total	$ 123,397.52

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and Deliver Restroom Tissue & Paper Towels, as needed, for County Facilities.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public works Committee: 11/07/23 County Board: 11/14/23
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM
BID TABULATION

				All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		**Valdes LLC** ✓	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**
Item A - Conventional Size Restroom Tissue																	
1	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	1,800					$ 55.00	$ 99,000.00			$ 59.81	$ 107,658.00	$ 44.14	$ 79,452.00		
2	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105														
3	Bedford Paper #SBT-503 500 shts/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595														
4	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900													**$ 39.41**	**$ 74,879.00**
5	Other: LaPort - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235 4.4:x3.5", 2 ply, 500 sheets, 96 rolls/case	CS	1,595	$ 50.60	$ 80,707.00	$ 60.00	$ 95,700.00			$ 39.44	$ 62,906.80						
Item B - 9" Jumbo Junior Size Restroom Tissue																	
6	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590					$ 43.00	$ 25,370.00			$ 49.00	$ 28,910.00				
7	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880														
8	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590														
9	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590														
10	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590							$ 25.98	$ 15,328.20			$ 32.56	$ 19,210.40	**$ 25.08**	**$ 14,797.20**
11	Other: All American Paper Co. - GJO2510012 Central Poly Bag Corp. - Resolute #700, 3.4"x1000' 2 ply, G, 12 rolls/cs	CS	590	$ 36.45	$ 21,505.50	$ 29.99	$ 17,694.10										

				All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		**Valdes LLC**	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**
Item C - Multi-Fold Paper Towels																	
12	Tork USA Premium #MB540A / 420580 250 towels/pk,12 pks/cs, 9” x 10”sheet	CS	2,838	$ 34.30	$ 97,343.40			$ 33.00	$ 93,654.00			$ 49.00	$ 139,062.00	$ 23.31	$ 66,153.78		
13	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9” x 9.5” sheet	CS	2,838														
14	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9” x 9.5” sheet	CS	2,838							$ 21.65	$ 61,442.70						
15	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838													**$ 21.00**	**$ 59,598.00**
16	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838														
17	Scott Essential #01840 250 towels/pk,16 pks/cs, 9.20" x 9.40"	CS	2,838														
18	Other: Central Poly Bag Corp. - Maral #P2003, 9.25"x9.5" 16/250/cs (4000)	CS	2,838			$ 34.00	$ 96,492.00										
Item D - Conventional Size Restroom Tissue																	
19	Wausau Bay West Eco Soft #54000 500 shts/rl, 96 rls/cs, 4.00” length sheet size	CS	712					$ 55.00	$ 39,160.00			$ 59.00	$ 42,008.00				
20	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00” length sheet size	CS	712											$ 44.14	$ 31,427.68		
21	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00” length sheet size	CS	712														
22	Atlas #A250 500 shts/rl, 96 rls/cs, 4.50” sheet size	CS	634														
23	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	712													**$ 39.41**	**$ 28,059.92**
24	Other: Laport Inc. - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235, 4.4"x3.5", 2 ply, 500 sheets, 96 rolls/cs	CS	712	$ 50.60	$ 36,027.20	$ 60.00	$ 42,720.00			$ 39.44	$ 28,081.28						
Item E - Multi-Fold Paper Towels																	
25	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk,16 pks/cs, 9.4” x 9.2” sheet	CS	194									$ 29.21	$ 5,666.74				
26	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2” x9.4” sheet	CS	194														
27	Tork USA Premium #MB540A / 420580 250 towels/pk,12 pks/cs, 9” x 10”sheet	CS	194	$ 34.30	$ 6,654.20			$ 33.00	$ 6,402.00					$ 28.31	$ 5,492.14		
28	Cascades Décor #1759 250 towels/pk,16 pks/cs, 9 ” x 9.5” sheet	CS	194														
29	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13” x 12.75” sheet	CS	194														
30	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194													**$ 21.00**	**$ 4,074.00**
31	Other: Laport Inc. - Kruger 01920 MF White 4,000/cs Central Poly Bag Corp. - Marcal #P2003, 9,5" x 9.25" 16/250/cs (4000)	CS	194			$ 34.00	$ 6,596.00			$ 21.65	$ 4,200.10						

				All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		**Valdes LLC**	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**
Item F - Perforated Roll Towels																	
32	Wausau Bay West Eco Soft #41090 90 shts/rl, 30 rls/cs,11" x 9" sheet	CS	166									$ 70.00	$ 11,620.00				
33	Georgia Pacific Blue (formally Preference) #27385 85 shts/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270														
34	Kimberly Clark Scott #41482 128 shts/rl, 20 rls/cs, 11" x 8.75"	CS	180														
35	Tork USA Universal #HB1995 210 shts/rl, 12 rls/cs, 11" x 9" sheet	CS	222					$ 39.00	$ 8,658.00								
36	Kruger White Swan #01656 80 shts/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184							$ 23.23	$ 4,274.32						
37	Bedford Paper #HHT085 85 sheets/rl, 30 rls.cs, 8" x 11" sheet	CS	194											$ 34.38	$ 6,669.72	**$ 22.49**	**$ 4,363.06**
38	Other: All American Paper Co. - GJO25012 Central Poly Bag Corp. - Marcal #06350, 11x8 2 ply, 85 sheets, 30/cs	CS	194	$ 32.70	$ 6,343.80	$ 36.00	$ 6,984.00										
Item G - Boxed Facial Tissue (Large)																	
39	Marcal Sani-Hanks #682 40 shts/bx, 200 bx/cs, 7.5" sheet size	CS	96			No Bid		No Bid				$ 39.00	$ 3,744.00	No Bid			
40	Kruger Products White Swan #08500 80 shts/bx, 135 bx/cs, 8.0" sheet size	CS	72			No Bid		No Bid		$ 72.45	$ 5,216.40			No Bid			
41	Sani Facial Tissue #MoreX 40 shts/bx, 200 bx/cs, 7.88" sheet size	CS	96			No Bid		No Bid						No Bid			
42	Other: Valdes - Sani Facial Tissue #MoreX 40 shts/bx All American Paper Co. - GPCW 548550	CS	80	$ 40.30	$ 3,224.00	No Bid		No Bid						No Bid		**$ 45.00**	**$ 3,600.00**
Item H - Boxed Facial Tissue (Large)																	
43	Wausau Bay West Eco Soft #13000 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24					$ 29.00	$ 696.00			$ 50.00	$ 1,200.00	No Bid			
44	Georgia-Pacific Preference #48100 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24											No Bid			
45	Kruger Products White Swan #08301 100 shts/bx, 30 bxs/cs, 7.4" sheet size	CS	24							$ 21.50	$ 516.00			No Bid			
46	Cascades North River #4082 100 shts/bx, 30 bxs/cs, 7.5" sheet	CS	24											No Bid			
47	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24											No Bid		**$ 19.50**	**$ 468.00**
48	Other: All American Paper Co. - MRC2930CT Central Poly Bag Corp. - Central Poly# 2930 8.5x7.5:, 2 ply, 100/bx, 30/cs	CS	24	$ 21.00	$ 504.00	$ 39.00	$ 936.00										
Item I - Hard Roll Paper Towels																	
49	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid		$ 75.00	$ 255,000.00			$ 49.00	$ 166,600.00				
50	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728			No Bid											
51	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid											
52	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	$ 48.30	$ 164,220.00	No Bid				$ 29.59	$ 100,606.00			$ 33.82	$ 114,988.00	**$ 26.75**	**$ 90,950.00**
					$ 416,529.10		$ 267,122.10		$ 527,940.00		$ 282,571.80		$ 506,468.74		$ 323,393.72		**$ 280,789.18**

NOTES
1. Contractor shall provide only one (1) response per item.

Bid Opening 10/4/2022 @ 2:30 PM	DW, NE, YQ
Invitations Sent	24
Total Vendors Requesting Documents	0
Total Bid Responses	7

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Valdes LLC dba VALDES SUPPLY located at 667 Chaddick Dr. Wheeling, IL 60090, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-112-FM which became effective on 12/1/2022 and which will expire 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	**THE COUNTY OF DUPAGE**
Signature on File	
SIGNATURE	SIGNATURE
SHAHIR AHMED	Richella Jackson
PRINTED NAME	PRINTED NAME
PRESIDENT	Buyer I
PRINTED TITLE	PRINTED TITLE
09/18/2023	
DATE	DATE

SECTION 7 - BID FORM PRICING

Contractor shall provide only one (1) response per Item. For example, Item A – Conventional Size Restroom response shall only include a response for either A-1, A-2, A-3, etc. No multiple bids per item are allowed.

GROUP 1 - EAST CAMPUS

Item A - Conventional Size Restroom Tissue

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	SCA Tork #TM1616 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,800		$ -
			OR		
2	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105		$ -
			OR		
3	Bedford Paper #SBT-503 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595		$ -
			OR		
4	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900	39.41	$ 74,879.00
			OR		
5	Or Equal (Provide Description)	CS	1,595		$ -
				Item A - Conventional Size Restroom Tissue Subtotal	$ 74,879.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item B - 9" Jumbo Junior Size Restroom Tissue					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590		$ -
2	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880		$ -
3	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590		$ -
4	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590		$ -
5	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590	25.08	$ 14,797.20 -
6	Or Equal (Provide Description)	CS	590		$14,797.20 -
				Item B - 9" Jumbo Junior Size Restroom Tissue Subtotal	**$ -**
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item C - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA Premium #MB540A 250 towels/pk,16 pks/cs, 9" x 9.5" sheet	CS	2,838		$ -
2	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		$ -
3	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		$ -
4	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838	21.00	$ 59598.00 -
5	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838		$ -
6	Scott Essential #01840 250 towels/pk,16 pks/cs, 9.20" x 9.40"	CS	2,838		$ -
7	Or Equal (Provide Description)	CS	2,838		$ -
				Item C - Multi-Fold Paper Towels Subtotal	$ 59598.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

GROUP 2 - WEST CAMPUS

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Item D - Conventional Size Restroom Tissue					
1	Wausau Bay West Eco Soft #54000 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		$ -
2	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712		$ -
3	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		$ -
4	Atlas #A250 500 sheets/rl, 96 rls/cs, 4.50" sheet size	CS	634		$ -
5	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	712	39.41	$ 28,059.92
6	Or Equal (Provide Description)	CS	712		~~$28,059.92~~ -
				Item D - Conventional Size Restroom Tissue Subtotal	$ 28,059.92 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item E - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk,16 pks/cs, 9.4" x 9.2" sheet	CS	194		$ -
2	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2" x9.4" sheet	CS	194		$ -
3	Tork USA Premium #MB540A / 420580 250 towels/pk,12 pks/cs, 9" x 10" sheet	CS	194		$ -
4	Cascades Décor #1759 250 towels/pk,16 pks/cs, 9" x 9.5" sheet	CS	194		$ -
5	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13" x 12.75" sheet	CS	194		$ -
6	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194	21.00	$ 4074.00 -
7	Or Equal (Provide Description)	CS	194		$ -
				Item E - Multi-Fold Paper Towels Subtotal	$ 4074.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item F - Perforated Roll Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wausau Bay West Eco Soft #41090 90 sheets/rl, 30 rls/cs,11" x 9" sheet	CS	166		$ -
2	Georgia Pacific Blue (formally Preference) #27385 85 sheets/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270		$ -
3	Kimberly Clark Scott #41482 128 sheets/rl, 20 rls/cs, 11" x 8.75"	CS	180		$ -
4	Tork USA Universal #HB1995 210 sheets/rl, 12 rls/cs, 11" x 9" sheet	CS	222		$ -
5	Kruger White Swan #01656 80 sheets/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184		$ -
6	Bedford Paper #HHT085 85 sheets/rl, 30 rls.cs, 8" x 11" sheet	CS	194	22.49	$ 4363.06 -
7	Or Equal (Provide Description)	CS	194		$ -
				Item F - Perforated Roll Towels Subtotal	$ 4363.06 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item G - Boxed Facial Tissue (Large)					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Marcal Sani-Hanks #682 40 sheets/bx, 200 bx/cs, 7.5" sheet size	CS	96		$ -
			OR		
2	Kruger Products White Swan #08500 80 sheets/bx, 135 bx/cs, 8.0" sheet size	CS	72		$ -
			OR		
3	Sani Facial Tissue #MoreX 40 sheets/bx, 200 bx/cs, 7.88" sheet size	CS	96		$ -
			OR		
4	Or Equal (Provide Description) Sani Facial Tissue (more) 2 ply white 40/Box	CS	80	45.00	$ 3600 -
				Item G - Boxed Facial Tissue (Large) Subtotal	$ 3600 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item H - Boxed Facial Tissue (Large)					
1	Wausau Bay West Eco Soft #13000 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		$ -
			OR		
2	Georgia-Pacific Preference #48100 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		$ -
			OR		
3	Kruger Products White Swan #08301 100 sheets/bx, 30 bxs/cs, 7.4" sheet size	CS	24		$ -
			OR		
4	Cascades North River #4082 100 sheets/bx, 30 bxs/cs, 7.5" sheet	CS	24		$ -
			OR		
5	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24	19.50	$ 468.00 -
			OR		
6	Or Equal (Provide Description)	CS	24		$ -
				Item H - Boxed Facial Tissue (Large) Subtotal	$ 468.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item I - Hard Roll Paper Towels					
NO.	**ITEM**	**UOM**	**QTY**	**PRICE**	**EXTENDED PRICE**
1	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		$ -
			OR		
2	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728		$ -
			OR		
3	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		$ -
			OR		
4	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	5/8 26.75	90,950.00 $ -
				Item I - Hard Roll Paper Towels Subtotal	$ 90,950.00
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %
				GRAND TOTAL	$ 280,789.18

GRAND TOTAL ITEMS
(In words) Two hunded and eighty thousand seven hunded and eighty nine 18/100

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X_____ President

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 3 day of OCTOBER AD, 2022

Signature on File

_____ My Commission Expires: 12/17/2025

OFFICIAL SEAL
MARIA E ROMERO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec. 17, 2025

SEAL

SECTION 9 - MANDATORY FORM
FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Valdes LLC		
Main Business Address	667 Chaddick Dr.		
City, State, Zip Code	Wheeling, IL, 60090		
Telephone Number	847-657-6000	Email Address	Shahir.ahmed@valdessupply.com
Bid Contact Person	Shahir Ahmed		

The undersigned certifies that he is:

☒ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☐ an Officer of the Corporation ☐ a Member of the Joint Venture

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

Shahir Ahmed
(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. 1, _____, ____, and ____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Valdes LLC	NAME	Valdes LLC
CONTACT	Shahir Ahmed	CONTACT	Shahir Ahmed
ADDRESS	667 Chaddick Dr.	ADDRESS	667 Chaddick Dr.
CITY ST ZIP	Wheeling, IL, 60090	CITY ST ZIP	Wheeling, IL, 60090
TX	847-657-6000	TX	847-657-6000
FX	N/A	FX	N/A
EMAIL	Shahir.Ahmed@Valdessupply.com	EMAIL	Shahir.Ahmed@valdessupply.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
EAST CAMPUS DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		**EAST CAMPUS** DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	
WEST CAMPUS DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273		**WEST CAMPUS** DuPage County Care Center 421 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273 EMAIL: vinit.patel@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 9/18/2023

Bid/Contract/PO #: #22-112-FM

Company Name:	VALDES LLC	Company Contact:	Shahir Ahmed
Contact Phone:	847 657 6000	Contact Email:	shahir.ahmed@valdessupply.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: SHAHIR AHMED

Title: PRESIDENT

Date: 09/18/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Restroom Tissue and Paper Towels Delivery Schedule 12/1/23 through 11/30/24 **FOR FACILITIES MANAGEMENT**

Building	2023 December	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	Total	
Restroom Tissue Bid #22-112-FM														
Group 1, Item A - $39.41 per case - Conventional Size / Bedford Paper SBT-501														
JTK Admin Bldg - 2023 / 2024	32	32	32	32	32	32	32	32	32	32	32	32	384	
Judicial Office Facility - 2023 / 2024	3	3	3	3	3	3	3	3	3	3	3	3	36	
Sheriff/Jail - 2023 / 2024	85	85	85	85	85	85	85	85	85	85	85	85	1020	
Out Buildings*													40	
Subtotal													1480	
Group 1, Item B- $25.08 per case - 9" Jumbo Junior Size / Bedford Paper JRT-404														
Judicial Office Facility - 2023 / 2024	32	32	32	32	32	32	32	32	32	32	32	32	384	
Sheriff/Jail - 2023 / 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal													384	
TOTAL													**1864**	**Cases**
Paper Towels Bid #22-112-FM														
Group 1, Item C -$21.00 per case - Bedford Paper MF101														
JTK Admin Bldg - 2023 / 2024	50	50	50	50	50	50	50	50	50	50	50	50	600	
Judicial Office Facility - 2023 / 2024	105	105	105	105	105	105	105	105	105	105	105	105	1260	
Sheriff/Jail - 2023 / 2024	55	55	55	55	55	55	55	55	55	55	55	55	660	
Out Buildings*													120	
Subtotal													2640	
TOTAL													**2640**	**Cases**
mv 09/13/23														

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

File #: FM-P-0087-23 **Agenda Date:** 11/7/2023 **Agenda #:** 19.G.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEHRKE TECHNOLOGY GROUP, INC.
FOR PROFESSIONAL WATER TREATMENT AND MANAGEMENT SERVICES
FOR THE DUPAGE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(NOT TO EXCEED $116,973.60)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain, and keep in repair buildings necessary for County government, and to enter into agreements for the purposes of providing professional water treatment and management services, pursuant to Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1106; and

WHEREAS, pursuant to such authority the COUNTY operates multiple buildings at the DuPage County Governmental Campus, most of which buildings utilize treated water systems for its HVAC or other mechanical systems; and

WHEREAS, the COUNTY requires professional water treatment and management services for the County's treated water systems serving County-operated buildings located on the DuPage County Governmental Campus; and

WHEREAS, GEHRKE TECHNOLOGY GROUP INC. ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional water treatment and management services and is willing to perform the required services for an amount not to exceed one hundred sixteen thousand nine hundred seventy-three dollars and 60/100 cents ($116,973.60); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Gehrke Technology Group, Inc., is hereby accepted and approved in an amount not to exceed one hundred sixteen thousand nine hundred seventy-three dollars and 60/100 cents ($116,973.60) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Gehrke Technology Group, Inc., 1050 N. Rand Rd, Wauconda, IL 60084, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3463	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $116,973.60
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $116,973.60
	CURRENT TERM TOTAL COST: $116,973.60	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Gehrke Technology Group, Inc.	VENDOR #: 39397	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Greg Gehrke	VENDOR CONTACT PHONE: 847-487-9110	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL: ggehrke@gehrketech.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Recommendation for the approval of an Agreement between the County of DuPage, Illinois and Gehrke Technology Group, Inc., for professional water treatment consulting and management services, for Facilities Management, for the four-year period December 1, 2023 through November 30, 2027, for a contract total amount not to exceed $116,973.60, Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1) (b).

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
A contract service agreement is necessary for weekly on-site testing of the campus cooling towers, boilers, closed loop systems, and high temperature hot water systems, along with laboratory services to verify the water samples collected to determine the level of treatment needed in the water, the minerals in the water, and traces of metal in the system which could indicate corrosion. Water treatment consulting and regular laboratory analysis services ensures an effective, economical, and up to date approach to water treatment, as industry advancements become available.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract has been vetted and approved through the Qualified Based Selection (QBS) process.
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. Staff recommends that a contract be awarded to Gehrke Technology Group, Inc. Gehrke Technology Group, Inc. possesses qualified and knowledgeable staff experienced in providing water treatment consulting and is familiar with thermal energy systems, the County's hydronic systems and the domestic water systems throughout the campus facilities. 2. Select another consultant to perform the water treatment consulting services. We do not recommend this as staff has not found another consultant with the experience of Gehrke Technology Group, Inc. 3. Perform the chemical treatment solely in house. We do not recommend this as the formulation of the chemicals is beyond our internal capabilities and it requires a chemist and highly technical laboratory equipment that we do not possess.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Gehrke Technology Group, Inc.	Vendor#: 39397	Dept: Facilities Management	Division:
Attn: Greg Gehrke	Email: ggehrke@gehrketech.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 1050 N. Rand Rd.	City: Wauconda	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60084	State: IL	Zip: 60187
Phone: 847-487-9110	Fax: 847-487-9026	Phone: 630-407-5700	Fax: 630-407-5701
Send Payments To:		*Ship to:*	
Vendor: Gehrke Technology Group, Inc.	Vendor#: 39397	Dept: Facilities Management	Division: Power Plant
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 1050 N. Rand Rd.	City: Wauconda	Address: 410 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60084	State: IL	Zip: 60187
Phone: 847-487-9110	Fax:	Phone: 630-407-5700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2027
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Professional Water Treatment Services	FY24	1000	1100	53090		27,960.00	27,960.00
2	1	LO		Professional Water Treatment Services	FY25	1000	1100	53090		28,798.80	28,798.80
3	1	LO		Professional Water Treatment Services	FY26	1000	1100	53090		29,662.80	29,662.80
4	1	LO		Professional Water Treatment Services	FY27	1000	1100	53090		30,552.00	30,552.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 116,973.60

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Water Treatment Consulting & Management Services
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 11/7/23 CB: 11/14/23
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GERHRKE TECHNOLOGY GROUP, INC.
FOR PROFESSIONAL WATER TREATMENT AND MANAGEMENT SERVICES
FOR FACILITIES MANAGEMENT

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 14th day of November, 2023, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Gehrke Technology Group, Inc., licensed to do business in the State of Illinois, with offices at 1050 North Rand Road, Wauconda, IL 60084; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, *et. seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional water treatment and management services for the County's treated water systems serving County-operated buildings located on the DuPage County Governmental Campus (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water treatment and management services and is willing to perform the required services for an amount **not to exceed one hundred sixteen thousand nine hundred seventy-three dollars and 60/100 cents** $116,973.60; 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 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 Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.

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 compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the 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 the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT

or its sub-contractors/sub-consultants 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.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Facilities Management.

3.1 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 the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.

3.2 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 the CONSULTANT hires any sub-consultant(s) 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 as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, 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 and Paragraph 26.4 **(will be 26.3 if no key personnel-check each time)** of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A.

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2027,

unless the term of this AGREEMENT is extended in conformity with Article 14 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 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Deputy Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered 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.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $116,973.60. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices, for services rendered, including any allowable expenses, to the COUNTY. 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. Separate invoices shall be submitted and 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.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced 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, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 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.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance,** (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, 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.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, 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.

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees 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, officer 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not

remove the 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. The CONSULTANT'S indemnification of the 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 sub-consultant(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 provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, 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' sub-consultant(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 the 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 any and all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(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. The CONSULTANT, and sub-consultant(s), 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 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at** https://mwv.dupageco.org/**)**.

13.7 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 approved and 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 Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2027, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2027.

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 the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the 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 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 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 or without cause thirty (30) days after having served 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 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 the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT 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 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 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Gehrke Technology Group, Inc.
1050 North Rand Road
Wauconda, IL 60084
ATTN: Greg Gehrke
Phone: 847.487.9110

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Deputy Director Tim Harbaugh
Phone: 630.407.5700

21.2 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 certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not 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 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

For Phase III

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent

so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Reserved

26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

(Remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

_____
Jean Kaczmarek, County Clerk

Gehrke Technology Group, Inc.

_____
Greg Gehrke
President

ATTEST BY:

_____
Signature

_____
Print Name

_____
Title

EXHIBIT A

SCOPE OF WORK

1. Review weekly water treatment logs done by County personnel.
2. Weekly visits for on-site testing/service/inventory/review of water treatment operations.
   A. Operational Systems to be tested/reviewed:
      - Cooling Towers
      - Steam Boilers
      - Closed Loops (test once per quarter as operational)
      - High Temperature Hot Water Loop
3. Run biological cultures weekly during season on cooling tower to tract and minimize the presence of water-borne pathogens.
4. Participate as a member on the Water Management Plan Team.
5. Summarize annual condition of all water-using systems.
   A. Equipment inspections.
   B. Management review with all designated personnel.
6. Provide guidelines for assessing corrosion.
   A. Tower water corrosion coupons analyzed at 30/60-day intervals during season.
   B. Integrate coupon analysis to include closed loop water systems.
7. Help manage inventory of chemicals.
8. Laboratory Analysis
   A. Water analysis of all closed loops at least once/quarter.
   B. Lab work water analysis of all treated systems as required.
   C. Lab work deposit analysis as required.
9. Continue investigating ways to treat water systems more safely & economically as new technologies are developed for commercial use.
10. Provide advice and recommendations regarding building automation and plant systems.
11. Training
    A. Set up training program for engineers to insure a consistent understanding of water treatment program.
    B. Provide program manual and update control ranges as

needed.

12. Water Treatment Chemicals
    A. Assist the County in determining volume & types of water treatment products.
    B. Provide bulk delivery where applicable.
    C. Blend products for use at the County facility.
    D. Deliver to specified locations.
    E. Provide OSHA required Safety Data Sheets (SDS) for chemicals that are on property.
    F. Provide Drum recycling of GWS drums where possible.

THE COUNTY OF DU PAGE, ILLINOIS
1839

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the County before completion of the contract.

1. All water treatment chemicals for the cooling tower system will be tested & designed.
2. All water treatment chemicals for closed water loop systems will be tested & designed.
3. The blending of all the water treatment products at our plant.
4. Receive shipment of raw materials for blending into the water treatment formulae.
5. Water-Borne Management Plan for LD testing reviewed at start-up.
6. Two Legionella testing samples during the cooling season.
7. Descaler treatment for start-up.
8. All water treatment chemicals for the cooling tower end of season lay-up.
9. All test kits, meters, and reagents at the building.
10. "Hands-Free" Delivery System with Double Dike Storage Tanks, reviewed.
11. All chemical products delivered to point-of-use.
12. All delivery cost of products.
13. Removal of ALL GTG/GWS empty chemical pails/drums/containers.
14. Water Treatment Manual(s) and log sheet(s).
15. Weekly service visits to test and adjust the water treatment program.
16. Written Service Reports every visit with e-mail transmission.
17. Training of personnel, on-site.
18. Laboratory back-up analysis as required.
19. Corrosion monitoring as required.
20. Consulting available on all water related issues.
21. Interact with all parties & stakeholders to complete the initial start-up.
22. Annual Management Review.

EXHIBIT C

DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT
Consultant Employee Rate Listing

CONSULTANT: GEHRKE TECHNOLOGY GROUP, INC.

PROJECT: PROFESSIONAL WATER TREATMENT AND MANAGEMENT SERVICES

Water Treatment Testing Service Cost Summary

There is a 3% annual multiplier to control cost.

Service Agreement	Period Covered	Cost per year / (Monthly Invoice)	Total All Systems
Twelve Statements	12/1/23 to 11/30/24 (First year)	$27,960.00 ($2,330/month)	$27,960.00/year
Twelve Statements	12/1/24 to 11/30/25 (Second year)	$28,798.80 ($2,399.90/month)	$28,798.80/year
Twelve Statements	12/1/25 to 11/30/26 (Third year)	$29,662.80 ($2,471.90/month)	$29,662.80/year
Twelve Statements	12/1/26 to 11/30/27 (Fourth year)	$30,552.00 ($2,546.00/month)	$30,552.00/year
Total for Four Year period			**$116,973.60 4-year**

Any extra Legionella Testing required, or cleaning will be off contract charges at the prevailing discounted customer rate.

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).

5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

THE COUNTY OF DU PAGE, ILLINOIS
1839

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10-20-2023

Bid/Contract/PO #:

Company Name:	Gehrke Technology Group, Inc.	Company Contact:	Greg Gehrke
Contact Phone:	847-487-9110	Contact Email:	ggehrke@gehrketech.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[X] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[X] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Greg Gehrke	847-878-0716(cell)	ggehrke@gehrketech.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on file

Printed Name: Greg Gehrke

Title: President

Date: October 20, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

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

File #: SM-R-0076-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.A.

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LISLE AND
THE COUNTY OF DU PAGE FOR THE
MAIN STREET STORAGE BASIN PROJECT

WHEREAS, the VILLAGE and COUNTY are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et. seq*.; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater facilities and to enter into agreements for the purposes of constructing stormwater facilities (Illinois Compiled Statutes Chapter 55, paragraphs 5-1062.3, and 5-15001 *et. seq*.; and

WHEREAS, pursuant to said authority, the COUNTY has sought to undertake a project to reduce flooding by constructing a flood control storage basin, generally located along Main Street, between Middleton Drive and Lacey Avenue, within the Village of Lisle (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, water quality enhancement, improvement of wildlife and plant habitat for DuPage County residents; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT'S stormwater components will benefit local citizens by improving drainage and reducing the depth and duration of localized flooding within the Village of Lisle; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT'S multi-use path component will benefit local citizens by improving recreation and transportation options within the Village of Lisle; and

WHEREAS, the COUNTY owns real property located between Main Street and Center Avenue, as depicted on the attached Plat of Easement (Exhibit A) in the AGREEMENT; and

WHEREAS, the "12' Path Easement" depicted on the Plat of Easement is necessary for the VILLAGE to construct a multi-use path on COUNTY property; and

WHEREAS, it is in the best interest of the COUNTY and the VILLAGE that the COUNTY grant said easement to the VILLAGE for public use; and

WHEREAS, the COUNTY and the VILLAGE are municipalities under Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c) (hereinafter referred to as the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the COUNTY, pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey property, including an easement, to the VILLAGE where it is necessary or convenient for the VILLAGE to use, occupy or improve the property in the making of any public improvement or for a public purpose by the VILLAGE if the VILLAGE has passed an ordinance making such a finding; and

WHEREAS, the VILLAGE on October 16, 2023, passed Ordinance No. 2023-5031 "that the Village Board finds it necessary or convenient for it to obtain an easement over the property to use, occupy or improve for the purpose of constructing a multi-use path upon;" as depicted on the Plat of Easement (Exhibit A) of the AGREEMENT; and

WHEREAS, the Stormwater Management Planning Committee has reviewed and recommended approval of the attached AGREEMENT and its Plat of Easement (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE OF LISLE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the Village of Lisle, 925 Burlington Avenue, Lisle, IL 60532; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Watershed Management

Water Quality

Floodplain Mapping

Regulatory Services

Flood Operations & Maintenance

Shared Services

MEMORANDUM

Date: November 7, 2023

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: Main Street Storage Project –Intergovernmental Agreement w/ Village of Lisle

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DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the St. Joseph Creek Watershed Plan. This plan, which was approved by the County Board on February 21, 2021, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management has been working with staff from the Village of Lisle to implement one of the projects, the Main Street Storage Project. DuPage County has received ARPA funding in the amount of $179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used towards new projects. The Main Street Storage Project will provide critical flood control storage along St. Jospeh Creek to greatly reduce the depth and duration of flooding in this area of the Village of Lisle. Stormwater staff also worked with the Village of Lisle to provide an easement for a multi-use path along the perimeter of the county property. The design and construction of the path is being paid for directly by the Village of Lisle.

Stormwater Management staff has worked with an engineering consultant to design and permit final construction documents of the proposed stormwater project. The proposed solution will include a new large flood control basin along the north side of St. Jospeh Creek that will collect and store up to 10.8 ac-ft of flood water during severe rainfall events. A large 50 foot concrete side weir will be constructed along the north bank of St. Joseph Creek to allow flood water to drain into the storage area at the design elevation of 667.05. The stormwater will be stored for a period of time, and then will drain out through a gravity storm sewer as the creek recedes. In addition, some tree clearing and vegetation removal will take place along the stream corridor and elsewhere on county property in order to facilitate the construction and improve the water quality of the stream.

An Intergovernmental Agreement is required between DuPage County and the Village

of Lisle in order to facilitate the construction of the desired multi-use path. This document will memorialize the agreement between the entities for the construction and long-term maintenance of the multi-use path improvements. This Intergovernmental Agreement with DuPage County Stormwater Management will provide the Village of Lisle the appropriate permissions to operate, inspect, and maintain the multi-use path improvements in an easement provided on property owned by DuPage County.

Action Requested: Staff is requesting approval of the Intergovernmental Agreement with the Village of Lisle for the Main Street Storage Project.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF LISLE FOR THE MAIN STREET STORAGE PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this __ day of November 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF LISLE, a body politic and corporate, with offices at 925 Burlington Avenue, Lisle, IL 60532 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded $179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the DuPage County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a portion of the funds dedicated to Stormwater Infrastructure are to be used

to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the St. Joseph Creek Watershed Plan on February 21, 2021; and

WHEREAS, the creation of the Main Street Storage Project was a recommended project in the adopted St. Joseph Creek Watershed Plan; and

WHEREAS, the VILLAGE and COUNTY have agreed in concept that the "MAIN STREET STORAGE PROJECT" meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the COUNTY shall pay all PROJECT expenses including planning, design, and construction expenses per this AGREEMENT; and

WHEREAS, the COUNTY and the VILLAGE have determined that a multi-use path ("path") can be included with the project and constructed upon an easement granted to the VILLAGE as long as the construction of the path is bid as an alternate to the rest of the project, and the VILLAGE will make payment directly to the contractor for said construction; 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 a part thereof, the same constituting the factual basis for this AGREEMENT.

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

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the excavation and construction of a flood control storage basin with appropriate inlet and outlet features in the area along the north side of

St. Joseph Creek immediately east of Main Street within the limits of the Village of Lisle.

2.2 The PROJECT shall be developed essentially in accord with the engineering report and engineering plans prepared by Engineering Resource Associates with a latest revision date of August, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

2.3 The COUNTY shall grant to the VILLAGE a "Multi-Use Path Easement" over and along the area of the proposed multi-use path through the project area in compliance with the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* attached hereto as Exhibit 1.

2.4 The legal description for the easement plat shall be prepared by a Village-hired, Illinois licensed land surveyor. Such survey shall be provided to the COUNTY and the VILLAGE upon completion thereof which event shall be completed prior to the contemplated easement grant. The need to correct any legal description, at any time, shall not require a formal amendment to this AGREEMENT and, or, its exhibits.

3.0 FUNDING.

3.1 The total construction related PROJECT costs are estimated to be one million five hundred ninety-five thousand, six hundred and twenty dollars ($1,595,620). The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF LISLE	$0
COUNTY OF DUPAGE	$1,595,620
TOTAL	$1,595,620

3.2 The COUNTY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.

3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY's best interest to proceed with this PROJECT.

3.4 As this Agreement utilizes ARPA funds, the COUNTY is aware that time is of the essence in notifications as to whether the COUNTY will proceed with this project to substantial completion not later than September 30, 2024.

3.5 The multi-use path being constructed with this project is not eligible for ARPA funding, and therefore is a local project being constructed and paid for 100% by the VILLAGE, which is not subject to paragraph 3.2 above.

3.6 If the VILLAGE determines to have the COUNTY contractor complete construction of the multi-use path as part of this PROJECT, the VILLAGE shall pay 100% of the cost of the path directly to the contractor. The COUNTY shall not be party to any such agreement.

4.0 VILLAGE'S RESPONSIBILITIES.

4.1 The VILLAGE shall be responsible for allowing access to the property commonly known as Main Street Storage to the COUNTY and their contractors in order to carry out and complete the PROJECT.

4.2 The VILLAGE shall not be reimbursed by the COUNTY for any work undertaken related to the PROJECT prior to the signing of this AGREEMENT.

4.3 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).

4.4 The VILLAGE shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components meet all VILLAGE requirements.

4.5 The VILLAGE shall neither be responsible for, nor shall have control over, the design, construction, means, methods, techniques or procedures with respect to any work performed by the COUNTY for the PROJECT. The COUNTY and COUNTY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are reasonably necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the VILLAGE from such liabilities in this PROJECT.

4.6 The VILLAGE must acknowledge and accept the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and

other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

4.7 The VILLAGE will have the option of using the lowest bidding contractor and the provided cost to complete the multi-use path, which will be a Bid Alternate to the PROJECT.

4.8 The VILLAGE shall be solely responsible for the construction of the multi-use path and all costs associated therewith, which construction shall occur pursuant to plans approved by both the VILLAGE and COUNTY, and such approval shall not be unreasonably withheld. The VILLAGE shall maintain the landscape within the Easement. The VILLAGE shall be solely responsible for the operation, inspection, repair, maintenance, extension and replacement of the multi-use path located in the Easement. Short and Long-term maintenance of the multi-use path between Main Street and Center Avenue through the PROJECT site, if constructed with the PROJECT, shall also be the responsibility of the VILLAGE. The cost of the multi-use path shall be paid by the VILLAGE directly to the contractor. The costs of constructing and/or maintaining the multi-use path is not eligible for ARPA funding and/or reimbursement.

4.9 If the proposed multi-use path is not constructed at the same time as the stormwater project, the VILLAGE will have ten (10) years from the date of execution of this AGREEMENT to complete the construction of the multi-use path. The construction of the multi-use path will be the sole responsibility of the VILLAGE to obtain permits, provide construction plans, and complete the bid process for the work.

4.10 It will be the sole responsibility of the VILLAGE to pay for any and all costs related to the permitting and construction of the multi-use path if it is constructed at a later time during the 10-year period.

4.11 The Village will be responsible for making direct payments to all contractors, consultants, and vendors providing services related to the multi-use path.

4.12 If the multi-use path is not constructed as part of this PROJECT, the Village assumes the responsibility of soliciting, collecting, and awarding all public bids for the multi-use path. Bid awards shall be in the Village's discretion and in accordance with its procurement regulations. The Village shall also award any contracts for professional services, including project design, and permitting assistance and environmental review.

4.13 The parties acknowledge and agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any third party or person other than the Parties and their respective successors or assigns, any

rights, remedies, obligations, or liabilities whatsoever, with respect to the Village's construction of the multi-use path.

COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall cost share in the PROJECT as follows:

The COUNTY shall pay 100% of the cost of the PROJECT including all approved design and construction costs associated with the PROJECT.

The cost of the multi-use path shall be the sole responsibility of the VILLAGE if the multi-use path is completed as part of this PROJECT.

5.2 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e. plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining COUNTY project approval, and the use of all data collected as part of the PROJECT.

5.3 The COUNTY shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

5.4 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for the completion of the PROJECT.

5.5 The preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids, shall be the sole responsibility of the COUNTY. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.

5.6 If the VILLAGE chooses not to construct the multi-use path concurrently with the PROJECT, the COUNTY will grant the VILLAGE 10 years from the date of this AGREEMENT to construct the path at a later time, and the cost of the multi-use path will not be the responsibility of the COUNTY. The Village's construction activities associated with the multi-use path shall not interfere with the operation of the PROJECT's flood control storage basin.

5.7 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through the 3-year Maintenance and Monitoring period for the vegetation.

5.8 Long-term maintenance of all storm structures, storm sewers, inlet and outlet works, and excavated storage shall be the responsibility of the COUNTY. In

addition, long-term maintenance of all project native vegetation, and turf grass surrounding the pond shall be the responsibility of the COUNTY at the end of the 3-year vegetation maintenance and monitoring period.

5.9 The COUNTY retains the right to use the Easement in such manner as is necessary and appropriate, specifically including for the purposes of public and private utility installations, provided that no permanent obstruction or structure shall be erected or located over said Easement by the COUNTY, nor shall any other activities be undertaken that unreasonably interfere with the intended use thereof as a multi-use path.

6.0 GOVERNMENT REGULATIONS.

6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its successors and assigns, including the COUNTY's 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 VILLAGE's negligent or willful acts, errors or omissions under its obligation for the operation, inspection, repair, maintenance and replacement of the multi-use path constructed within the Easement.

7.2 The Village agrees to include the COUNTY as additional insured on all policies required of the third parties (consultants and contractors) performing work and, or, maintenance on the multi-use path. The minimum insurance coverage amounts, as stated in the bid specifications, shall be maintained in force at all times a Village-hired third party is performing work and, or, maintenance on the multi-use path. The Village further agrees to require all Village-hired third parties (consultants and contractors) performing work and, or, maintenance on the multi-use path to execute individual agreements with the County agreeing to indemnify, defend, and hold the party harmless from and against all claims of any sort arising out of the negligent or willful misconduct, errors or omissions by said Village-hired third parties.

7.3 The COUNTY shall indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S performance of the PROJECT under this AGREEMENT to the fullest extent the COUNTY is so authorized under the law; provided, however, that the COUNTY shall not be obligated to indemnify, hold harmless and defend the VILLAGE for any negligent or intentional wrongful misconduct or omissions by VILLAGE officials, employees, agents, contractors/hired third-parties, or personnel. When requested, the COUNTY agrees to include the VILLAGE as an additional insured on a primary and noncontributory basis by endorsement on all policies required of third parties (consultants and contractors) performing the PROJECT.

7.4 To the extent permitted by applicable law, the COUNTY shall specifically indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.

7.5 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.6 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, through 7.5 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 December 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

9.2 Further, notwithstanding Paragraph 9.1, all terms and conditions that by their nature the Parties intend to survive termination or completion of this AGREEMENT, including without limitation the time permitted the VILLAGE for completion of construction of the multi-use path, shall survive any earlier termination of the AGREEMENT in full force and effect.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

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

Jason Elias
Director of Public Works
Village of Lisle
925 Burlington Avenue
Lisle, IL 60532

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE	VILLAGE OF LISLE
_____	_____
Deborah A. Conroy, Chair DuPage County Board	Christopher Pecak, Mayor
ATTEST:	ATTEST:
_____	_____
Jean Kaczmarek, County Clerk	Kristy Grau, Village Clerk

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

File #: SM-R-0075-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.B.

MEMORANDUM OF UNDERSTANDING BETWEEN DUPAGE COUNTY STORMWATER MANAGEMENT, THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, AND THE DUPAGE RIVER SALT CREEK WORKGROUP FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF A FISH PASSAGE SYSTEM AT FAWELL DAM IN THE McDOWELL GROVE FOREST PRESERVE IN NAPERVILLE, ILLINOIS

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater, and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to 65 ILCS 5/11-109-1, the COUNTY has the authority to maintain waterways and flood control structures under its ownership and jurisdiction; and

WHEREAS, the COUNTY owns and operates Fawell Dam for flood control and property protection purposes situated in the McDowell Forest Preserve in Naperville, Illinois, a preserve owned by the FPDDC; and

WHEREAS, the COUNTY is a regional stormwater authority and improving water quality within DuPage County Waterways is part of the COUNTY's mission; and

WHEREAS, aquatic life surveys of the West Branch DuPage River commissioned by the DRSCW have shown that species downstream of Fawell Dam are more abundant than those upstream of Fawell Dam; and

WHEREAS, the Parties have complimentary missions that include the preservation and enhancement of existing aquatic and riparian environments in DuPage County; and

WHEREAS, the Parties have identified a potential solution for improving aquatic life and are in agreement that fish passage through Fawell Dam can improve aquatic life upstream of Fawell Dam by placing a fish passage system (hereafter called "the Ladder") in one of the dam's culverts, plus related components (hereafter collectively called the "PROJECT"); and

WHEREAS, the DRSCW has negotiated a special condition into the National Pollutant Discharge Elimination System (NPDES) permits for its agency members that prescribes constructing the PROJECT by December 31, 2024, and

WHEREAS, the PROJECT may be completed more effectively and economically with the cooperation and joint efforts and resources of the COUNTY, FPDDC, and the DRSCW; and

WHEREAS, the Parties are committed to working jointly to problem solve and implement solutions to the placement and operation of the Ladder.

WHEREAS, on July 01, 2015, the DRSCW's Executive Board authorized the DRSCW to negotiate and enter into a Memorandum of Understanding with the COUNTY and FPDDC establishing roles for designing and implementing certain projects within DuPage County; and

WHEREAS, on November 21, 2023, the FPDDC's Board authorized the FPDDC to enter into a Memorandum of Understanding with the DRSCW and the COUNTY as to the PROJECT defined herein;

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, and the DUPAGE RIVER SALT CREEK WORKGROUP is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the DRSCW, 10S404 Knoch Knolls Rd.; Naperville, IL 60565; the FPDDC, 3S580 Naperville Rd., Wheaton, IL 60189; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Watershed Management

Water Quality

Floodplain Mapping

Regulatory Services

Flood Operations & Maintenance

Shared Services

MEMORANDUM

Date: October 27, 2023

To: Stormwater Management Committee

From: Christopher C. Vonnahme, P.E., Deputy Director

Re: Memorandum of Understanding – Fawell Dam Fish Passage Project

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Action Requested: Staff is requesting Stormwater Management Committee approval of the Memorandum of Understanding between DuPage County, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

DuPage County owns and operates Fawell Dam for flood control and property protection purposes. The dam is located within the McDowell Grove Forest Preserve in Naperville, which is owned by the Forest Preserve District of DuPage County (FPDDC). Aquatic life surveys of the West Branch DuPage River commissioned by the DuPage River Salt Creek Workgroup (DRSCW) have shown that fish species downstream of Fawell Dam are more abundant than those upstream of the dam. DuPage County, the FPDDC and the DRSCW all have complimentary missions that include the preservation and enhancement of existing aquatic and riparian environments. The parties have identified a potential solution for improving aquatic life and are in agreement that fish passage through Fawell Dam can improve aquatic life upstream of the dam. The fish passage system will consist of a fish ladder to be installed within the eastern most box culvert at Fawell Dam along with the placement of upstream debris protection and the regrading of the downstream riprap.

Attached, please find a Memorandum of Understanding (MOU) between DuPage County, the FPDDC and the DRSCW for the installation of a fish passage system at Fawell Dam. This MOU defines the design, construction, operation and maintenance responsibilities for the fish passage system. In general, the DRSCW will be responsible for the design and construction of the fish ladder as well as any maintenance required for 5 years following substantial completion of the project. DuPage County will be responsible for the bidding of the improvements, construction oversight and debris removal after construction has been completed. In addition, the County will take over ownership and maintenance responsibilities of the fish ladder after the 5-year period

following substantial completion. The fish passage system should not impact the operation of the dam as a flood control facility. However, if operations are negatively impacted or if the fish ladder adversely affects the integrity of the dam, the County will have the option to remove the fish passage system in its entirety.

Staff is requesting approval of the Memorandum of Understanding between DuPage County, the Forest Preserve District of DuPage County and the DuPage River Salt Creek Workgroup for the installation of a fish passage system at the Fawell Dam Flood Control Facility.

MEMORANDUM OF UNDERSTANDING BETWEEN DUPAGE COUNTY STORMWATER MANAGEMENT, THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, AND THE DUPAGE RIVER SALT CREEK WORKGROUP FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF A FISH PASSAGE SYSTEM AT FAWELL DAM IN THE McDOWELL GROVE FOREST PRESERVE IN NAPERVILLE, ILLINOIS

THIS Memorandum of Understanding (hereinafter the "Agreement") is entered into this 14th day of November, 2023, by and between: (1) the DuPage River Salt Creek Workgroup, (hereinafter the "DRSCW"); (2) DuPage County Stormwater Management, (hereinafter the "COUNTY"); and (3) the Forest Preserve District of DuPage County, a unit of local government organized and existing under Article VII, Section 8 of the 1970 Constitution of the State of Illinois (hereinafter "FPDDC"). The DRSCW, the COUNTY, and FPDDC are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater, and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to 65 ILCS 5/11-109-1, the COUNTY has the authority to maintain waterways and flood control structures under its ownership and jurisdiction; and

WHEREAS, the COUNTY owns and operates Fawell Dam for flood control and property protection purposes situated in the McDowell Forest Preserve in Naperville, Illinois, a preserve owned by the FPDDC; and

WHEREAS, the COUNTY is a regional stormwater authority and improving water quality within DuPage County Waterways is part of the COUNTY's mission; and

WHEREAS, aquatic life surveys of the West Branch DuPage River commissioned by the DRSCW have shown that species downstream of Fawell Dam are more abundant than those upstream of Fawell Dam; and

WHEREAS, the Parties have complimentary missions that include the preservation and enhancement of existing aquatic and riparian environments in DuPage County; and

WHEREAS, the Parties have identified a potential solution for improving aquatic life and are in agreement that fish passage through Fawell Dam can improve aquatic life upstream of Fawell Dam by placing a fish passage system (hereafter called "the Ladder") in one of the dam's culverts, plus related components (hereafter collectively called the "PROJECT"); and

WHEREAS, the DRSCW has negotiated a special condition into the National Pollutant Discharge Elimination System (NPDES) permits for its agency members that prescribes constructing the PROJECT by December 31, 2024, and

WHEREAS, the PROJECT may be completed more effectively and economically with the cooperation and joint efforts and resources of the COUNTY, FPDDC, and the DRSCW; and

WHEREAS, the Parties are committed to working jointly to problem solve and implement solutions to the placement and operation of the Ladder.

WHEREAS, on **July 01, 2015**, the DRSCW's Executive Board authorized the DRSCW to negotiate and enter into a Memorandum of Understanding with the COUNTY and FPDDC establishing roles for designing and implementing certain projects within DuPage County; and

WHEREAS, on November 21, 2023, the FPDDC's Board authorized the FPDDC to enter into a Memorandum of Understanding with the DRSCW and the COUNTY as to the PROJECT defined herein;

NOW THEREFORE, in consideration of the matters set forth above, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the COUNTY, FPDDC and DRSCW hereby agree as follows:

Article 1. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Responsibility for Expenses

1. With the exception of Article 4.6 the DRSCW shall be responsible for all expenses incurred by the Parties for the design, purchase, delivery and construction of the Ladder, in accordance with Article 4.
2. The DRSCW shall also be responsible for all expenses incurred by the Parties for any repairs, modifications, temporary storage, temporary removal and re-installation, or permanent removal, of the PROJECT in accordance with Articles 6 and 7.
3. The DRSCW shall also be responsible for all expenses incurred by the Parties for the removal, re-installation and storage of the upstream section of the Ladder, including rental of equipment, for the winter season or emergency situations when the flood control gate would need to close entirely as prescribed in Article 5.6.
4. Expenses incurred in accordance with Article 5 shall be the responsibility of the Party identified as responsible for the action.
5. The Parties shall provide written requests for reimbursement to the DRSCW based upon actual costs incurred and the DRSCW shall reimburse each Party within 90 days of receipt.

Article 3. Transfer of Ownership

1. After 5 years from the date of substantial completion of the PROJECT, as defined and administered within the Construction Documents per Article 4, all ownership and maintenance responsibilities will be transferred from the DRSCW to the COUNTY, with the exception of activities covered in Article 2 Section 3.
2. Within 90 working days prior to the aforementioned transfer of ownership, the DRSCW shall cause a final, joint inspection of the PROJECT by the Parties to occur. The COUNTY and FPDDC shall provide the DRSCW with any requests for modifications in writing within 10 working days after said inspection. The DRSCW shall then cause said modifications to occur in accordance with Article 6 or provide a written disposition as to why said modifications cannot be reasonably made. The DRSCW shall be responsible for any costs incurred beyond the date of transfer that pertain solely to the final, joint inspection in accordance with the terms of this Agreement. Once said modifications are satisfactorily completed, or if none are

necessary, this Agreement shall then expire in accordance with Article 11.

Article 4. Construction of PROJECT

1. The PROJECT will consist of design, fabrication, and placement of the Ladder within the eastern culvert at Fawell Dam, the placement of upstream debris protection, and the regrading of the downstream riprap.
2. The DRSCW shall cause to be prepared construction drawings, specifications, and details for the PROJECT (hereinafter the "Construction Documents").
3. The DRSCW shall obtain all federal, state, and county permits required by law for the construction of the PROJECT, and shall assume any costs in procuring said permits.
4. The DRSCW shall provide the COUNTY and FPDDC with pre-final Construction Documents and the COUNTY and FPDDC will review and provide comments to the DRSCW in writing within twenty-eight (28) working days of receipt. The DRSCW shall then cause any modifications to the Construction Documents to be made, except those that it deems will impact its intended function, and provide a written disposition to said comments to the Parties.
5. The COUNTY shall be responsible for the procurement and administration of the construction contract for the PROJECT.
6. The COUNTY maintains the option to integrate repair of the dam's wingwall into the PROJECT. The COUNTY will provide plans, specifications, and scheduling for this repair work to the parties and incorporate them into the construction contract.
7. As this PROJECT pertains to the NPDES permits of the DRSCW's agency members, time is of the essence for its completion. The Parties will strive to complete the PROJECT by December 31, 2024, and if not then, then as soon as possible thereafter.
8. The COUNTY will provide the Parties with an electronic copy of the as-built for the PROJECT.

Article 5. Operations & Maintenance (O&M) of the Ladder

1. The Parties agree to work cooperatively to operate and maintain the Ladder and its intended function. The responsibilities as set forth herein shall take effect upon substantial completion of the PROJECT.
2. Each Party shall be responsible for obtaining any federal, state, and local permits necessary to perform their assigned maintenance.
3. The Parties may add, delete, or re-assign the maintenance responsibilities set forth herein based on the accumulated experience and mutual agreement of all Parties in accordance with Article 24.
4. The COUNTY agrees to accommodate the Ladder as an integral feature in the operation and maintenance of Fawell Dam.
5. The COUNTY shall be responsible for the removal of flow obstructions (i.e., trash, woody debris, vegetative material, etc.) that may inhibit fish passage or exert significant stress on the ladder during high flows. The COUNTY's responsibility will be limited to the removal of obstructions within the three trash racks (i.e., Upstream End, Splash Pad Lip Ladder, and Lip Ladder), as well as within the side baffles beneath the hinged, two-part top grate of the Splash Pad Lip Ladder. Ladder debris inspections and removal shall be scheduled to occur during the COUNTY's standard Fawell Dam inspection and maintenance schedule, and when it is safe to implement, judged by the COUNTY.
6. The County shall be responsible for the temporary removal and re-installation of the upstream section of the Ladder for the winter season or emergency situations when the flood control gate would need to close entirely.
7. The DRSCW shall be responsible for maintaining the structural integrity of the Ladder and its ancillary components. The DRSCW shall inspect all accessible structural components during the period between the temporary removal and re-installation of the upstream section of the Ladder. The DRSCW shall be responsible for developing and implementing a permit-required confined space program to conduct said inspection. The COUNTY may request additional inspections outside of said period based on its own inspection of the dam. Said request shall be in writing and upon receipt, the DRSCW shall have 15 working days to perform said inspection and provide a schedule for action within 5 working days of said inspection. The responsibility for inspections

and maintaining the structural integrity of the Ladder and its ancillary components shall transfer to the COUNTY with the Transfer of Ownership per Article 3.

8. The DRSCW will be responsible for the implementation of a program to monitor the effectiveness of fish passage through the Ladder. Prior to its implementation, the DRSCW shall submit a written plan to the COUNTY for its concurrence that said plan will not result in significant impacts to the COUNTY's operations. The COUNTY shall not be responsible to continue the monitoring program upon the Transfer of Ownership per Article 3, but the DRSCW reserves its right to continue with such at its sole discretion.

9. As part of the Ladder placement, the crest elevation of the riprap used for energy dissipation downstream of the dam shall be re-established. After substantial completion of the PROJECT, the COUNTY shall be responsible for maintaining the crest elevation within a reasonable tolerance. The COUNTY will inspect after high flow events, but inspections shall be no less than annually to ensure the riprap does not impede fish passage to the Ladder.

Article 6. Repairs and Modifications

1. In the event that a portion of the PROJECT is damaged due to factors outside of the Parties' control, the DRSCW will be responsible for providing plans and specifications for the maintenance repairs or improvements, obtaining permits (if required), and paying for the repairs. The COUNTY will provide for the procurement and administration of the contract for the repair. Any repair that alters the original design of the PROJECT shall be reviewed and approved by all Parties prior to procurement.
2. If modification of the Ladder to either improve fish passage or facilitate maintenance is agreed upon by all Parties, the DRSCW will be responsible for providing plans and specifications for the modification, obtaining permits (if required), and paying for the modification. The COUNTY will provide for the procurement and administration of a construction contract for the modification.
3. If repetitive maintenance and/or operational issues occur at Fawell Dam as a result of the PROJECT, the COUNTY shall provide written notice to the Parties documenting its concerns. The DRSCW shall then have 45 working days to develop and propose a modification for review by the Parties. If acceptable to all Parties, the COUNTY shall

then proceed with implementing the modification as set forth in this Agreement.

Article 7. Removal by the COUNTY

1. The COUNTY may temporarily remove the Ladder, or sections thereof, when performing repairs or routine maintenance of Fawell Dam that is unrelated to the PROJECT. The COUNTY shall be responsible for reinstalling the Ladder back at, or near to, its original condition.
2. In emergency situations, the COUNTY shall have the sole authority to remove the Ladder without prior approval or knowledge by the other Parties. In an effort to maximize the participation by the Parties prior to taking such significant action, emergency situations will generally be defined as either visible indications that the Ladder is detrimental to Fawell Dam's structural integrity or when the Ladder impedes the COUNTY's ability to operate the Fawell Dam as a flood control measure immediately preceding or during a high flow event. The COUNTY will salvage what is practical for later transport and storage by the DRSCW.
3. If modifications done in accordance with Section 6.3 fail to resolve the maintenance and/or operation issue identified in writing, then the COUNTY shall, at its sole discretion, procure and administer a contract for the PROJECT's permanent removal. The COUNTY will salvage what is practical for later transport and storage by the DRSCW.
4. If the DRSCW concludes that the ladder is not ameliorating fish passage and no remedy is available, it may recommend to the COUNTY and FPDDC that the ladder be removed. The COUNTY will cooperate with the DRSCW to facilitate this task.

Article 8. Termination by the COUNTY and FPDDC

Prior to commencement of construction on the PROJECT, the COUNTY or FPDDC may, at their option, and upon giving written notice to the DRSCW, terminate this Agreement as it pertains to the entire PROJECT. However, if the DRSCW has acquired materials and/or commenced construction for the PROJECT, the terminating Party shall reimburse the DRSCW for its costs relative to non-refundable material acquisition and construction invoices. Ownership of the material will be transferred to the reimbursing Party.

Article 9. Termination by the DRSCW

Prior to commencement of or during construction of the PROJECT, the DRSCW may, at its option, and upon giving written notice to the other Parties, terminate this Agreement as it pertains to the entire Project and reimburse the parties of any capital investment made toward the PROJECT by their agency.

Article 10. Effective Date

This Agreement becomes effective on the date of the Resolution as approved by DuPage County Board, which shall be the date inserted on the first page hereof.

Article 11. Duration of the Agreement

This Agreement shall remain in full force until the parties mutually agree in writing to its termination, unless terminated in accordance with Articles 8 and, or 9 above. If any PROJECT-related, operational, or maintenance issues relative to the PROJECT remain outstanding at the time of a mutually agreed termination under this Article, the Parties agree to cooperate towards the determination of terms, conditions, and responsibilities for a new agreement, which shall be executed by and between the Parties as to those outstanding issues contemporaneously with the termination of this Agreement.

Article 12. Non-Assignment

No Party may assign its rights or obligations hereunder without the written consent of the other Parties.

Article 13. Waiver of Personal Liability

No official, employee, or agent of any Party to this Agreement shall be charged personally by the other Parties with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement, unless said breach is proximately caused by a fraudulent and/or criminal act of the official, employee, and/or agent charged with the breach.

Article 14. Indemnification

1. The DRSCW shall, to the extent permitted by applicable law, indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents 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 DRSCW's performance under this AGREEMENT to the fullest extent the DRSCW is so authorized under the law; provided, however, that the DRSCW shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
2. The DRSCW shall, to the extent permitted by applicable law, require each consultant and contractor responsible for the design, construction, maintenance, or monitoring of the PROJECT to name the FPDDC and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the DRSCW shall require that its consultants and contractors indemnify, defend, and hold harmless the FPDDC and COUNTY, its officers, employees, and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor. To the extent permitted by applicable law.
3. The COUNTY shall, to the extent permitted by applicable law, indemnify , exonerate, and hold free and harmless FPDDC and the DRSCW, their Commissioners, officers, employees, servants, and agents ("Indemnified Parties") from all liabilities including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements-any or all of which are asserted by any individual, private entity, or public entity against the Indemnified Parties and arise out of the negligent acts or omissions of the COUNTY, except to the extent of the negligence or fault of the party being indemnified.
4. FPDDC shall, to the extent permitted by applicable law, indemnify, exonerate, and hold free and harmless the COUNTY and the DRSCW, their Commissioners, officers, employees, servants, and agents ("Indemnified Parties") from all liabilities-including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements),

claims, demands, actions, suits, proceedings, judgments or settlements-any or all of which are asserted by any individual, private entity, or public entity against the Indemnified Parties and arise out of the negligent acts or omissions of the FPDDC, except to the extent of the negligence or fault of the party being indemnified.

5. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings, and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 4.1 through 4.4, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DRSCW'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the DRSCW or its consultants, contractors, or agents. The DRSCW'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

Article 15. Representations of the COUNTY

The COUNTY covenants, represents, and warrants as follows:

1. The COUNTY has full authority to execute, deliver, and perform or cause to be performed this Agreement.
2. The individuals signing this Agreement and all other documents executed on behalf of the COUNTY are duly authorized to sign same on behalf of and to bind the COUNTY.
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the COUNTY or any instrument to which the COUNTY is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Representations of the FPDDC

FPDDC covenants, represents, and warrants as follows:

1. The FPDDC has full authority to execute, deliver, and perform or cause to be performed this Agreement.

2. The individuals signing this Agreement and all other documents executed on behalf of the FPDDC are duly authorized to sign same on behalf of and to bind the FPDDC.
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the FPDDC or any instrument to which the FPDDC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Representations of the DRSCW

The DRSCW covenants, represents, and warrants as follows:

1. The DRSCW has full authority to execute, deliver, and perform or cause to be performed this Agreement.
2. The individuals signing this Agreement and all other documents executed on behalf of the DRSCW are duly authorized to sign same on behalf of and to bind the DRSCW.
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the DRSCW or any instrument to which the DRSCW is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 18. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between any party other than the DRSCW, the COUNTY, and the FPDDC.

Article 19. Waivers

Whenever a Party to this Agreement by proper authority waives another Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether expressed or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have

been waived.

Article 20. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance.

Article 21. Necessary Documents

Each Party agrees to execute and deliver all further documents and, or, agreements, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the substantial completion of the PROJECT, the COUNTY shall provide the DRSCW and FPDDC with "As-Built" drawings for the PROJECT that meets the requirements of the DuPage County Countywide Stormwater and Floodplain Ordinance and the DuPage County Building Code.

Article 22. Deemed Inclusion

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by any Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 23. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire Agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 24. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the

authorized representatives of all the Parties.

Article 25. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which all Parties hereto are privy.

Article 26. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below, unless otherwise specified and agreed to by the Parties. The title "Fawell Dam Fish Passage System Agreement" must be prominently featured in the heading of all notices sent hereunder.

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and with respect to the giving of notice in all matters under this Agreement.

For the DRSCW:
Director DuPage River Salt Creek Workgroup
The Conservation Foundation
10S404 Knoch Knolls Rd.
Naperville, IL 60565
Phone: 630-428-4500, x 118
Fax: 630-428-4599
Email: smccracken@theconservationfoundation.org

For the FPDDC:
Director of Natural Resources
Forest Preserve District of DuPage County
3S580 Naperville Road
Wheaton, IL 60189
Phone: 630-933-7227
Email: eneidy@dupageforest.org

For the COUNTY:
Director
DuPage County Stormwater Management
421 N. County Farm Rd.
Wheaton, IL 60187
Phone: 630-407-6676
Cell: 630-514-8867
sarah.hunn@dupagecounty.gov

Each Party agrees to promptly notify the other Parties of any change in its designated representative, which notice shall include the name, address, e-mail address, telephone number and fax number of the representative for such Party for the purpose hereof.

DuPage River Salt Creek Workgroup

IN **WITNESS WHEREOF,** the DuPage River Salt Creek Workgroup has caused this Agreement to be executed by its duly authorized officer, and duly attested.

DuPage River Salt Creek Workgroup

_____	_____.
Stephen McCracken, Director	Date
_____	_____.
Other	Date

Forest Preserve District of DuPage County

IN **WITNESS WHEREOF,** the Forest Preserve District of DuPage County has caused this Agreement to be executed by its duly authorized officer, duly attested, and its seal hereunto affixed.

Forest Preserve District of DuPage County

_____ _____.

Erik Neidy, Director of Natural Resources Date

_____ _____.

Other Date

DuPage County Stormwater Management Planning Committee

IN **WITNESS WHEREOF,** the DuPage County Stormwater Management Planning Committee has caused this Agreement to be executed by its duly authorized officer, duly attested, and its seal hereunto affixed.

DuPage County

_____ _____.

Sarah Hunn, Director of Stormwater Management Date

_____ _____.

Other Date

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

File #: SM-P-0071-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.C.

AWARDING RESOLUTION
ISSUED TO WATER WELL SOLUTIONS ILLINOIS DIVISION LLC.
FOR WELL CLEANING AT THE WOOD DALE-ITASCA RESERVOIR
(CONTRACT AMOUNT $151,190.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Water Well Solutions Illinois Division LLC to furnish all equipment, labor, material, tools and supervision necessary for Well Cleaning at the Wood Dale-Itasca Flood Control Facility.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for Well Cleaning at the Wood Dale-Itasca Flood Control Facility, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Water Well Solutions Illinois Division LLC, 825 E. North Street, Elburn, IL 60119 for the total contract amount not to exceed $151,190.00 per lowest responsible Bid # 22-110-SWM, first option to renew.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3343	RFP, BID, QUOTE OR RENEWAL #: 22-110-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $151,190.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $453,570.00
	CURRENT TERM TOTAL COST: $151,190.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Water Well Solutions	VENDOR #: 12848	DEPT: Stormwater Management	DEPT CONTACT NAME: Avery Mumm
VENDOR CONTACT: Todd Kerry	VENDOR CONTACT PHONE: 630-201-0749	DEPT CONTACT PHONE #: 630-407-6718	DEPT CONTACT EMAIL: avery.mumm@dupageco.org
VENDOR CONTACT EMAIL: todd.kerry@wwssg.com	VENDOR WEBSITE: www.wwssg.com	DEPT REQ #: 1600-2328	

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.).
$151,190 - First Renewal. The Wood Dale Itasca Reservoir is a flood control facility that contains 3 groundwater wells that periodically need to be inspected and cleaned. The wells also contain existing pumps that need to be pulled, inspected and repaired if necessary. A low bid contractor has been selected to perform this work.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Bid# 22-110-SWM. This procurement is necessary to ensure the 3 groundwater wells and pumps remain in working condition. The objectives are to clean the 3 groundwater wells periodically and to pull, inspect and repair pumps 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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source. Decision Memo Not Required
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

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Water Well Solutions	Vendor#: 12848	Dept: Stormwater Management	Division:
Attn: Todd Kerry	Email: todd.kerry@wwssg.com	Attn: Avery Mumm	Email: avery.mumm@dupageco.org
Address: 825 E. North Street	City: Elburn	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60119	State: IL	Zip: 60187
Phone: 630-201-0749	Fax:	Phone: 630-407-6718	Fax: 630-407-6701
Send Payments To:		*Ship to:*	
Vendor: same	Vendor#:	Dept: same	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): December 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

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		Inspection, maintenance, and repair of groundwater wells at Wood Dale Itasca Reservoir Flood Control Facility	FY24	1600	3000	53090		151,190.00	151,190.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 151,190.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

CONTRACT 22-110-SWM BETWEEN WATER WELL SOLUTIONS
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 30TH day of December, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and WATER WELL SOLUTIONS., licensed to do business in the State of Illinois, located at 825 E North St. Elburn, IL 60119 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-110-SWM for DuPage Stormwater Management Department, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on 12/13/2022 and continuing through 11/30/2023.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS	CONTRACTOR
By: [redacted]	By: [redacted]
SIGNATURE	SIGNATURE
Jeff Martynowicz ~~Mary Catherine Wells~~	Todd Kerry
PRINTED NAME	PRINTED NAME
Chief Financial Officer ~~Acting Chief Procurement Officer~~	Vice President
PRINTED TITLE	PRINTED TITLE
10/5/23	October 4, 2023
DATE	DATE

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WELL CLEANING 22-110-SWM
BID TABULATION

				WATER WELL SOLUTIONS	
BASE BID					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	INSPECT/ CLEAN WELL	EA	3	$ 5,125.00	$ 15,375.00
2	INSPECT WELL	EA	3	$ 24,750.00	$ 74,250.00
3	PULL, INSPECT & CLEAN PUMP	EA	3	$ 800.00	$ 2,400.00
4	PUMP REPAIR/REPLACEMENT ALLOWANCE	L SUM	1	$ 5,500.00	$ 5,500.00
ITEMS ORDERED BY ENGINEER					
1	4" GALVANIZED COLUMN PIPE WITH COUPLINGS	FT	330	$ 32.00	$ 10,560.00
2	4" STAINLESS STEEL PIPE WITH COUPLINGS	FT	330	$ 90.00	$ 29,700.00
3	1/8" PLASTIC AIR LINE	FT	330	$ 1.50	$ 495.00
4	4" CHECK VALVES	EA	3	$ 695.00	$ 2,085.00
5	FLAT JACKETED POWER CABLE	FT	330	$ 2.50	$ 825.00
				CONTINGENCY	$ 10,000.00
				GRAND TOTAL	**$ 151,190.00**

NOTES

Bid Opening 10/17/22 @ 2:30 PM	NE, VC
Invitations Sent	10
Total Vendors Requesting Documents	3
Total Bid Responses	1

SECTION 8 - BID FORM PRICING

BASE BID					
NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	INSPECT/ CLEAN WELL	EA	3	$ 5,125	$ 15,375
2	INSPECT WELL	EA	3	$ 24,750	$ 74,250
3	PULL, INSPECT & CLEAN PUMP	EA	3	$ 800	$ 2,400
4	PUMP REPAIR/REPLACEMENT ALLOWANCE	L SUM	1	$5,500.00	$5,500.00
				BASE BID TOTAL	$ 97,525

ITEMS ORDERED BY ENGINEER					
NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	4" GALVANIZED COLUMN PIPE WITH COUPLINGS	FT	330	$ 32	$ 10,560
2	4" STAINLESS STEEL PIPE WITH COUPLINGS	FT	330	$ 90	$ 29,700
3	1/8" PLASTIC AIR LINE	FT	330	$ 1.50	$ 495
4	4" CHECK VALVES	EA	3	$ 695	$ 2,085
5	FLAT JACKETED POWER CABLE	FT	330	$ 2.50	$ 825
				IOBE TOTAL	$ 43,665
				CONTINGENCY	$ 10,000.00
				INCLUDES BASE BID & CONTINGENCY GRAND TOTAL	$ 151,190

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X [redacted] Vice President

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 14th day of October AD, 2022

[redacted] My Commission Expires: 12/10/23

(Notary Public)

OFFICIAL SEAL
NANETTE S ECKLEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/10/23

SEAL

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “COUNTY” and Water Well Solutions. located at 825 E North St. Elburn, IL 60119, hereinafter called the “CONTRACTOR”, witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-110-SWM which became effective on 12/13/2022 and which will expire 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	**THE COUNTY OF DUPAGE**
[redacted]	
SIGNATURE	SIGNATURE
Todd E. Kerry	Nickon Etminan
PRINTED NAME	PRINTED NAME
Vice President	Buyer II
PRINTED TITLE	PRINTED TITLE
11/01/23	
DATE	DATE

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Oct 10, 2023

Bid/Contract/PO #: _____

Company Name: Water Well Solutions Illinois, LLC	Company Contact: Todd E. Kerry
Contact Phone: (630) 201-0749	Contact Email: todd.kerry@wwssg.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Todd E. Kerry

Title Vice President

Date Oct 10, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 of 0 (total number of pages)

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

File #: SM-P-0070-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.D.

AWARDING RESOLUTION ISSUED TO
EARTHWERKS LAND IMPROVEMENT
AND DEVELOPMENT CORPORATION, INC.
(CONTRACT AMOUNT $2,222,744)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for On Call Construction.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for On Call Construction, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Earthwerks Land Improvement and Development Corporation, Inc., 2111 Ogden Avenue, Lisle, IL 60532 for the total contract amount not to exceed $2,222,744 per lowest responsible Bid # 22-102-SWM, first option to renew.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3344	RFP, BID, QUOTE OR RENEWAL #: 22-102-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $2,222,744.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $6,668,232.00
	CURRENT TERM TOTAL COST: $2,222,744.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: Earthwerks Land Improvement and Development Corporation, Inc.	VENDOR #: 11452	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Dan Davies	VENDOR CONTACT PHONE: 630-482-2341	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: ldavies@earthwerksinc.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2327	

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.). $2,222,744.00 - First Renewal. On Call Construction for Stormwater Management to assist the department with construction projects countywide. Work includes streambank stabilization, storm sewer improvements, earth excavation and grading, along with associated paving and restoration as required for each project. Vegetation management may also be required for each project. A portion of the funds for this contract will be paid with American Rescue Plan Act (ARPA) funds received by the Department.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Bid #22-102-SWM

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source. Decision Memo Not Required
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

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Earthwerks Land Improvement and Development Corporation, Inc.	Vendor#: 11452	Dept: Stormwater Management	Division:
Attn: Dan Davies	Email: ldavies@earthwerksinc.com	Attn: Jamie Lock	Email: jamie.lock@dupageco.org
Address: 2111 Ogden Avenue	City: Lisle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-482-2341	Fax: 630-482-2342	Phone: 630-407-6705	Fax: 630-407-6701
Send Payments To:		*Ship to:*	
Vendor: same	Vendor#:	Dept: same	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): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela Perez			

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		On Call Construction for Stormwater Management to assist the department with construction projects Countywide (Bid 22-102-SWM)	FY24	1600	3000	54060		1,000,000.00	1,000,000.00
2	1	EA			FY24	1100	1215	53830	COVID-19_ SWM	500,000.00	500,000.00
3	1	EA			FY24	1100	1215	54060	COVID-19_ SWM	500,000.00	500,000.00
4	1	EA			FY25	1100	1215	54060	COVID-19_ SWM	222,744.00	222,744.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 2,222,744.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

CONTRACT 22-102-SWM BETWEEN EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 30TH day of December, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION., licensed to do business in the State of Illinois, located at 2111 Ogden Avenue. Lisle, IL 60532 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 22-102-SWM for DuPage Stormwater Management Department, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a two (2) year period beginning on 11/08/2022 and continuing through 11/30/2024.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS	CONTRACTOR
By: [redacted]	By: [redacted]
SIGNATURE	SIGNATURE
Mary Catherine Wells	DAN DAVIES
PRINTED NAME	PRINTED NAME
Acting Chief Procurement Officer	President
PRINTED TITLE	PRINTED TITLE
1/30/23	1-9-2023
DATE	DATE

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ON-CALL CONSTRUCTION
22-102-SWM BID TABULATION

				EARTHWERKS		V3 COMPANIES	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1,000	**$ 50.00**	**$ 50,000.00**	$ 36.00	$ 36,000.00
2	TREE REMOVAL (GREATER THAN 15 UNITS DIAMETER)	UNIT	1,000	**$ 50.00**	**$ 50,000.00**	$ 48.00	$ 48,000.00
3	TRAFFIC CONTROL AND PROTECTION ALLOWANCE	LSUM	1	**$ 30,000.00**	**$ 30,000.00**	$ 30,000.00	$ 30,000.00
4	PERIMETER EROSION BARRIER	FOOT	5,000	**$ 3.00**	**$ 15,000.00**	$ 5.75	$ 28,750.00
5	INLET AND PIPE PROTECTION	EACH	20	**$ 200.00**	**$ 4,000.00**	$ 330.00	$ 6,600.00
6	TEMPORARY FENCE	FOOT	5,000	**$ 10.00**	**$ 50,000.00**	$ 6.00	$ 30,000.00
7	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	25	**$ 400.00**	**$ 10,000.00**	$ 150.00	$ 3,750.00
8	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	750	**$ 10.00**	**$ 7,500.00**	$ 66.00	$ 49,500.00
9	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	3,500	**$ 7.00**	**$ 24,500.00**	$ 12.00	$ 42,000.00
10	DRAINAGE STRUCTURE TO BE REMOVED	EACH	5	**$ 1,000.00**	**$ 5,000.00**	$ 2,500.00	$ 12,500.00
11	EARTH EXCAVATION, SPECIAL	CU YD	5,000	**$ 50.00**	**$ 250,000.00**	$ 84.00	$ 420,000.00
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,000	**$ 50.00**	**$ 50,000.00**	$ 80.00	$ 80,000.00
13	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	**$ 20.00**	**$ 15,000.00**	$ 100.00	$ 75,000.00
14	EXPLORATORY TRENCH, SPECIAL	FOOT	250	**$ 100.00**	**$ 25,000.00**	$ 130.00	$ 32,500.00
15	HMA PAVEMENT REMOVAL	SY YD	265	**$ 4.00**	**$ 1,060.00**	$ 42.00	$ 11,130.00
16	CONCRETE PAVEMENT REMOVAL	SY YD	265	**$ 8.00**	**$ 2,120.00**	$ 50.00	$ 13,250.00
17	SIDEWALK REMOVAL	SQ FT	400	**$ 3.00**	**$ 1,200.00**	$ 3.00	$ 1,200.00
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT, SPECIAL	FOOT	300	**$ 60.00**	**$ 18,000.00**	$ 91.00	$ 27,300.00
19	REMOVE AND REINSTALL FENCE	FOOT	500	**$ 100.00**	**$ 50,000.00**	$ 73.00	$ 36,500.00
20	FENCE ALLOWANCE	LSUM	1	**$ 25,000.00**	**$ 25,000.00**	$ 25,000.00	$ 25,000.00
21	SEWER REMOVAL, 15" OR LESS	FOOT	200	**$ 10.00**	**$ 2,000.00**	$ 140.00	$ 28,000.00

22	SEWER REMOVAL, GREATER THAN 15"	FOOT	200	**$ 10.00**	**$ 2,000.00**	$ 140.00	$ 28,000.00
23	STORM SEWER, 6" PVC (SDR 26)	FOOT	400	**$ 45.00**	**$ 18,000.00**	$ 150.00	$ 60,000.00
24	STORM SEWER, 8" PVC (SDR 26)	FOOT	200	**$ 50.00**	**$ 10,000.00**	$ 160.00	$ 32,000.00
25	STORM SEWER, 10" PVC (SDR 26)	FOOT	200	**$ 60.00**	**$ 12,000.00**	$ 170.00	$ 34,000.00
26	STORM SEWER, 12" PVC (SDR 26)	FOOT	100	**$ 70.00**	**$ 7,000.00**	$ 190.00	$ 19,000.00
27	STORM SEWER, 18" PVC (SDR 26)	FOOT	100	**$ 70.00**	**$ 7,000.00**	$ 250.00	$ 25,000.00
28	STORM SEWER, 21" PVC (SDR 26)	FOOT	100	**$ 80.00**	**$ 8,000.00**	$ 300.00	$ 30,000.00
29	STORM SEWER, 24" PVC (SDR 26)	FOOT	100	**$ 200.00**	**$ 20,000.00**	$ 400.00	$ 40,000.00
30	STORM SEWER, 4" CORRUGATED PLASTIC PIPE	FOOT	250	**$ 25.00**	**$ 6,250.00**	$ 120.00	$ 30,000.00
31	STORM SEWER, 6" CORRUGATED PLASTIC PIPE	FOOT	250	**$ 25.00**	**$ 6,250.00**	$ 120.00	$ 30,000.00
32	STORM SEWER, 8" CORRUGATED PLASTIC PIPE	FOOT	250	**$ 30.00**	**$ 7,500.00**	$ 120.00	$ 30,000.00
33	STORM SEWER, 12" CORRUGATED PLASTIC PIPE	FOOT	100	**$ 55.00**	**$ 5,500.00**	$ 160.00	$ 16,000.00
34	STORM SEWER, 24" CORRUGATED PLASTIC PIPE	FOOT	100	**$ 140.00**	**$ 14,000.00**	$ 190.00	$ 19,000.00
35	STORM SEWER, 36" CORRUGATED PLASTIC PIPE	FOOT	200	**$ 220.00**	**$ 44,000.00**	$ 240.00	$ 48,000.00
36	STORM SEWER, 10" RCP	FOOT	200	**$ 40.00**	**$ 8,000.00**	$ 280.00	$ 56,000.00
37	STORM SEWER, 12" RCP	FOOT	100	**$ 40.00**	**$ 4,000.00**	$ 280.00	$ 28,000.00
38	STORM SEWER, 18" RCP	FOOT	100	**$ 60.00**	**$ 6,000.00**	$ 280.00	$ 28,000.00
39	STORM SEWER, 21" RCP	FOOT	100	**$ 70.00**	**$ 7,000.00**	$ 330.00	$ 33,000.00
40	STORM SEWER, 24" RCP	FOOT	100	**$ 80.00**	**$ 8,000.00**	$ 340.00	$ 34,000.00
41	CLEANOUT	EACH	10	**$ 2,000.00**	**$ 20,000.00**	$ 1,400.00	$ 14,000.00
42	2' INLET	EACH	20	**$ 2,000.00**	**$ 40,000.00**	$ 3,300.00	$ 66,000.00
43	3' DIA MANHOLE W/ FRAME AND GRATE	EACH	3	**$ 3,500.00**	**$ 10,500.00**	$ 5,100.00	$ 15,300.00
44	4' MANHOLE W/ FRAME AND GRATE	EACH	3	**$ 4,500.00**	**$ 13,500.00**	$ 6,100.00	$ 18,300.00
45	4' DIA CATCH BASIN TYPE A W/ GRATE	EACH	1	**$ 5,000.00**	**$ 5,000.00**	$ 7,900.00	$ 7,900.00
46	5' STRUCTURE W FRAME AND GRATE	EACH	1	**$ 6,000.00**	**$ 6,000.00**	$ 9,500.00	$ 9,500.00
47	10" FLARED END SECTION, METAL	EACH	1	**$ 300.00**	**$ 300.00**	$ 1,100.00	$ 1,100.00

48	12" FLARED END SECTION, METAL	EACH	1	**$ 400.00**	**$ 400.00**	$ 1,100.00	$ 1,100.00
49	18" FLARED END SECTION, METAL	EACH	1	**$ 500.00**	**$ 500.00**	$ 1,100.00	$ 1,100.00
50	21" FLARED END SECTION, METAL	EACH	1	**$ 600.00**	**$ 600.00**	$ 1,200.00	$ 1,200.00
51	24" FLARED END SECTION, METAL	EACH	1	**$ 700.00**	**$ 700.00**	$ 1,200.00	$ 1,200.00
52	24" WATERMAN F-25 MEDIUM DUTY FLAP GATE, OR EQUIVALENT	EACH	1	**$ 18,000.00**	**$ 18,000.00**	$ 9,900.00	$ 9,900.00
53	TRENCH BACKFILL, SPECIAL	CU YD	1,000	**$ 60.00**	**$ 60,000.00**	$ 120.00	$ 120,000.00
54	EXISTING DRAIN TILE REPAIR	EACH	5	**$ 1,000.00**	**$ 5,000.00**	$ 3,100.00	$ 15,500.00
55	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	500	**$ 60.00**	**$ 30,000.00**	$ 190.00	$ 95,000.00
56	CONCRETE CURB AND GUTTER, B6.12	FOOT	100	**$ 40.00**	**$ 4,000.00**	$ 61.00	$ 6,100.00
57	PCC SIDEWALK, 5" SPECIAL	SQ FT	400	**$ 20.00**	**$ 8,000.00**	$ 18.00	$ 7,200.00
58	VEGETATED ROCK TOE	TON	350	**$ 200.00**	**$ 70,000.00**	$ 460.00	$ 161,000.00
59	RR-3	TON	150	**$ 150.00**	**$ 22,500.00**	$ 170.00	$ 25,500.00
60	RR-4	TON	80	**$ 150.00**	**$ 12,000.00**	$ 180.00	$ 14,400.00
61	NATIVE PLANT PLUGS	EACH	30,000	**$ 15.00**	**$ 450,000.00**	$ 6.75	$ 202,500.00
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	**$ 20.00**	**$ 11,680.00**	$ 79.00	$ 46,136.00
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	**$ 4.00**	**$ 12,000.00**	$ 3.75	$ 11,250.00
64	PERMANENT SEEDING, NATIVE	ACRE	10	**$ 10,000.00**	**$ 100,000.00**	$ 10,600.00	$ 106,000.00
65	SEEDING, IDOT CLASS I	ACRE	5	**$ 6,000.00**	**$ 30,000.00**	$ 8,800.00	$ 44,000.00
66	SEEDING, IDOT CLASS 2A	ACRE	5	**$ 6,000.00**	**$ 30,000.00**	$ 8,700.00	$ 43,500.00
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	**$ 8.00**	**$ 8,184.00**	$ 19.00	$ 19,437.00
68	LANDSCAPE ALLOWANCE	LSUM	1	**$ 25,000.00**	**$ 25,000.00**	$ 25,000.00	$ 25,000.00
69	NATIVE TREE	EACH	40	**$ 800.00**	**$ 32,000.00**	$ 620.00	$ 24,800.00
70	NATIVE SHRUB	EACH	100	**$ 160.00**	**$ 16,000.00**	$ 160.00	$ 16,000.00
71	COIR LOG	FOOT	50	**$ 30.00**	**$ 1,500.00**	$ 46.00	$ 2,300.00
72	STONE OUTCROPPING	SQ FT	80	**$ 100.00**	**$ 8,000.00**	$ 150.00	$ 12,000.00
73	AS BUILT DRAWINGS	EACH	5	**$ 5,000.00**	**$ 25,000.00**	$ 4,800.00	$ 24,000.00

74	RESTORATION MONITORING AND REPORTING	YEAR	9	**$ 7,500.00**	**$ 67,500.00**	$ 8,200.00	$ 73,800.00
75	ECOLOGICAL MANAGEMENT	YEAR	9	**$ 7,500.00**	**$ 67,500.00**	$ 9,300.00	$ 83,700.00
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	**$ 10.00**	**$ 4,500.00**	$ 45.00	$ 20,250.00
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	**$ 10,000.00**	**$ 20,000.00**	$ 30,800.00	$ 61,600.00
78	NON-WOVEN FILTER FABRIC	SQ YD	200	**$ 5.00**	**$ 1,000.00**	$ 5.00	$ 1,000.00
				TOTAL BASE BID	**$ 2,122,744.00**		$ 3,065,553.00
				CONTINGENCY	**$ 100,000.00**		$ 100,000.00
				GRAND TOTAL	**$ 2,222,744.00**		$ 3,165,553.00

NOTES
1. GRAND TOTAL CORRECTION FOR EARTHWERKS.

Bid Opening 10/21/22 @ 2:30 PM	NE, DW, YQ
Invitations Sent	20
Total Vendors Requesting Documents	4
Total Bid Responses	2

SECTION 8 - BID FORM PRICING

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1,000	$ 50.	$ 50000.
2	TREE REMOVAL (GREATER THAN 15 UNITS DIAMETER)	UNIT	1,000	$ 50.	$ 50000.
3	TRAFFIC CONTROL & PROTECTION ALLOWANCE	LSUM	1	$30,000.00	$30,000.00
4	PERIMETER EROSION BARRIER	FOOT	5,000	$ 3.	$ 15000.
5	INLET AND PIPE PROTECTION	EACH	20	$ 200.	$ 4000.
6	TEMPORARY FENCE	FOOT	5,000	$ 10.	$ 50000.
7	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	25	$ 400.	$ 10000.
8	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	750	$ 10.	$ 7500.
9	WOODY VEGETATION REMOVAL AND HERBICIDE APPLICATION	SQ YD	3,500	$ 7.	$ 24500.
10	DRAINAGE STRUCTURE TO BE REMOVED	EACH	5	$ 1000.	$ 5000.
11	EARTH EXCAVATION, SPECIAL	CU YD	5,000	$ 50.	$ 250000.
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,000	$ 50.	$ 50000.
13	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	$ 20.	$ 15000.
14	EXPLORATORY TRENCH, SPECIAL	FOOT	250	$ 100.	$ 25000.
15	HMA PAVEMENT REMOVAL	SY YD	265	$ 4.	$ 1060.
16	CONCRETE PAVEMENT REMOVAL	SY YD	265	$ 8.	$ 2120.
17	SIDEWALK REMOVAL	SQ FT	400	$ 3.	$ 1200.
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT, SPECIAL	FOOT	300	$ 60.	$ 18000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
19	REMOVE AND REINSTALL FENCE	FOOT	500	$ 100.	$ 50000.
20	FENCE ALLOWANCE	LSUM	1	$25,000.00	$25,000.00
21	SEWER REMOVAL, 15" OR LESS	FOOT	200	$ 10.	$ 2000.
22	SEWER REMOVAL, GREATER THAN 15"	FOOT	200	$ 10.	$ 2000.
23	STORM SEWER, 6" PVC (SDR 26)	FOOT	400	$ 45.	$ 18000.
24	STORM SEWER, 8" PVC (SDR 26)	FOOT	200	$ 50.	$ 10000
25	STORM SEWER, 10" PVC (SDR 26)	FOOT	200	$ 60.	$ 12000.
26	STORM SEWER, 12" PVC (SDR 26)	FOOT	100	$ 70.	$ 7000.
27	STORM SEWER, 18" PVC (SDR 26)	FOOT	100	$ 70.	$ 7000.
28	STORM SEWER, 21" PVC (SDR 26)	FOOT	100	$ 80.	$ 8000.
29	STORM SEWER, 24" PVC (SDR 26)	FOOT	100	$ 200.	$ 20000.
30	STORM SEWER, 4" CORRUGATED PLASTIC PIPE	FOOT	250	$ 25.	$ 6250.
31	STORM SEWER, 6" CORRUGATED PLASTIC PIPE	FOOT	250	$ 25.	$ 6250.
32	STORM SEWER, 8" CORRUGATED PLASTIC PIPE	FOOT	250	$ 30.	$ 7500.
33	STORM SEWER, 12" CORRUGATED PLASTIC PIPE	FOOT	100	$ 55.	$ 5500.
34	STORM SEWER, 24" CORRUGATED PLASTIC PIPE	FOOT	100	$ 140.	$ 14000.
35	STORM SEWER, 36" CORRUGATED PLASTIC PIPE	FOOT	200	$ 220.	$ 44000.
36	STORM SEWER, 10" RCP	FOOT	200	$ 40.	$ 8000.
37	STORM SEWER, 12" RCP	FOOT	100	$ 40.	$ 4000.
38	STORM SEWER, 18" RCP	FOOT	100	$ 60.	$ 6000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
39	STORM SEWER, 21" RCP	FOOT	100	$ 70.	$ 7000.
40	STORM SEWER, 24" RCP	FOOT	100	$ 80.	$ 8000.
41	CLEANOUT	EACH	10	$ 2000.	$ 20000.
42	2' INLET	EACH	20	$ 2000.	$ 40000.
43	3' DIA MANHOLE W/ FRAME AND GRATE	EACH	3	$ 3500.	$ 10500.
44	4' MANHOLE W/ FRAME AND GRATE	EACH	3	$ 4500.	$ 13500.
45	4' DIA CATCH BASIN TYPE A W/ GRATE	EACH	1	$ 5000.	$ 5000.
46	5' STRUCTURE W FRAME AND GRATE	EACH	1	$ 6000.	$ 6000.
47	10" FLARED END SECTION, METAL	EACH	1	$ 300.	$ 300.
48	12" FLARED END SECTION, METAL	EACH	1	$ 400.	$ 400.
49	18" FLARED END SECTION, METAL	EACH	1	$ 500.	$ 500.
50	21" FLARED END SECTION, METAL	EACH	1	$ 600.	$ 600.
51	24" FLARED END SECTION, METAL	EACH	1	$ 700.	$ 700.
52	24" WATERMAN F-25 MEDIUM DUTY FLAP GATE, OR EQUIVALENT	EACH	1	$ 18000.	$ 18000.
53	TRENCH BACKFILL, SPECIAL	CU YD	1,000	$ 60.	$ 60000.
54	EXISTING DRAIN TILE REPAIR	EACH	5	$ 1000.	$ 5000.
55	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	500	$ 60.	$ 30000.
56	CONCRETE CURB AND GUTTER, B6.12	FOOT	100	$ 40.	$ 4000.
57	PCC SIDEWALK, 5" SPECIAL	SQ FT	400	$ 20.	$ 8000.
58	VEGETATED ROCK TOE	TON	350	$ 200.	$ 70000.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
59	RR-3	TON	150	$ 150.	$ 22500.
60	RR-4	TON	80	$ 150.	$ 12000.
61	NATIVE PLANT PLUGS	EACH	30,000	$ 15.	$ 450000.
62	FABRIC ENCAPSULATED SOIL LIFT	SQ FT	584	$ 20.	$ 11680.
63	EROSION CONTROL BLANKET, S150 BN	SQ YD	3,000	$ 4.	$ 12000.
64	PERMANENT SEEDING, NATIVE	ACRE	10	$ 10000.	$ 100000.
65	SEEDING, IDOT CLASS I	ACRE	5	$ 6000.	$ 30000.
66	SEEDING, IDOT CLASS 2A	ACRE	5	$ 6000.	$ 30000.
67	TOPSOIL, FURNISH AND PLACE, 6"	SQ YD	1,023	$ 8.	$ 8184.
68	LANDSCAPE ALLOWANCE	LSUM	1	$25,000.00	$25,000.00
69	NATIVE TREE	EACH	40	$ 800.	$ 32000.
70	NATIVE SHRUB	EACH	100	$ 160.	$ 16000.
71	COIR LOG	FOOT	50	$ 30.	$ 1500.
72	STONE OUTCROPPING	SQ FT	80	$ 100.	$ 8000.
73	AS BUILT DRAWINGS	EACH	5	$ 5000.	$ 25000.
74	RESTORATION MONITORING AND REPORTING	YEAR	9	$ 7500.	$ 67500.
75	ECOLOGICAL MANAGEMENT	YEAR	9	$ 7500.	$ 67500.
76	REMOVAL AND DISPOSAL OF MISCELLANEOUS OBJECTS	SQ YD	450	$ 10.	$ 4500.
77	TEMPORARY COFFERDAM, OF TYPE SPECIFIED	EACH	2	$ 10000.	$ 20000.
78	NON-WOVEN FILTER FABRIC	SQ YD	200	$ 5.	$ 1000.
				TOTAL BASE BID	$ 2172744.00
				CONTINGENCY	$ 100,000.00
				GRAND TOTAL	$ 2,272,744.00

* TWO MILLION TWO HUNDRED AND SEVENTY-TWO THOUSAND SEVEN HUNDRED AND FORTY-FOUR DOLLARS + 00/100 *

EARTHWORKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Earthwerks Land Improvement and Development Corporation. located at 2111 Ogden Avenue Lisle, IL 60532, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-102-SWM which became effective on 11/08/2022 and which will expire 11/30/2024. The contract is subject to a first of two options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	THE COUNTY OF DUPAGE
[redacted]	
SIGNATURE	SIGNATURE
DAN DANIELS	Nickon Etminan
PRINTED NAME	PRINTED NAME
President	Buyer II
PRINTED TITLE	PRINTED TITLE
11-3-2023	
DATE	DATE

EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION CORPORATE SEAL ILLINOIS

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Oct 10, 2023

Bid/Contract/PO #: 22-102-SWM

Company Name: EarthWerks Land Imp & Dev Corporation	Company Contact: Dan Davies
Contact Phone: 630-482-2341	Contact Email: LDAVIES@earthwerksinc.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Dan Davies

Title President

Date Oct 10, 2023

EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION CORPORATE SEAL ILLINOIS

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

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

File #: SM-P-0069-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.E.

AWARDING RESOLUTION
ISSUED TO V3 CONSTRUCTION GROUP, LTD.
(CONTRACT AMOUNT $2,199,627.50)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Main Street Basin Flood Control Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Main Street Basin Flood Control Project, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to V3 Construction Corporation, Ltd., 7325 Janes Avenue, Woodridge, IL 60517 for the total contract amount not to exceed $2,199,627.50 per lowest responsible Bid # 23 -107-SWM.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3352	RFP, BID, QUOTE OR RENEWAL #: 23-107-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $2,199,627.50
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $2,199,627.50
	CURRENT TERM TOTAL COST: $2,199,627.50	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: V3 Construction Group, Ltd.	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Michael Famiglietti	VENDOR CONTACT PHONE: 630-724-9200	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: mfamiglietti@v3co.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2329	

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.). $2,199,627.50. Main Street Basin Flood Control Project, Lisle, IL. Improvements include but are not limited to: earth excavation, storm sewer improvements, clearing, water quality improvements, and associated restoration. This project is being funded by American Rescue Plan Act (ARPA) funds received by the Department. Lowest bid for Bid# 23-107-SWM

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Bid# 23-107-SWM

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: V3 Construction Group, Ltd.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Michael Famiglietti	Email: MFamiglietti@v3co.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Send Payments To:		*Ship to:*	
Vendor: V3 Construction Group, Ltd.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Michael Famiglietti	Email: MFamiglietti@v3co.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2027
Contract Administrator (PO25): Alicia Favela Perez			

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		Main Street Basin Flood Control Project, Bid# 23-107-SWM	FY23	1100	1215	54060	COVID-19_ SWM	30,000.00	30,000.00
2	1	EA			FY24	1100	1215	54060	COVID-19_ SWM	2,089,627.50	2,089,627.50
3	1	EA			FY25	1100	1215	54060	COVID-19_ SWM	40,000.00	40,000.00
4	1	EA			FY26	1100	1215	54060	COVID-19_ SWM	25,000.00	25,000.00
5	1	EA			FY27	1600	3000	54060		15,000.00	15,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 2,199,627.50

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
MAIN STREET BASIN FLOOD CONTROL PROJECT 23-107-SWM
BID TABULATION

✓

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
BASE BID															
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	468	**$ 15.00**	**$ 7,020.00**	$ 28.00	$ 13,104.00	$ 38.00	$ 17,784.00	$ 30.00	$ 14,040.00	$ 28.00	$ 13,104.00	$ 22.00	$ 10,296.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	324	**$ 21.00**	**$ 6,804.00**	$ 44.00	$ 14,256.00	$ 38.00	$ 12,312.00	$ 30.00	$ 9,720.00	$ 44.00	$ 14,256.00	$ 23.00	$ 7,452.00
3	SELECTIVE CLEARING AND TREE REMOVAL	ACRE	2.09	**$ 31,000.00**	**$ 64,790.00**	$ 14,360.00	$ 30,012.40	$ 11,000.00	$ 22,990.00	$ 11,500.00	$ 24,035.00	$ 14,360.00	$ 30,012.40	$ 8,000.00	$ 16,720.00
4	TEMPORARY FENCE	FOOT	1,200	**$ 5.50**	**$ 6,600.00**	$ 5.20	$ 6,240.00	$ 5.00	$ 6,000.00	$ 4.00	$ 4,800.00	$ 6.50	$ 7,800.00	$ 4.00	$ 4,800.00
5	SUPPLEMENTAL WATERING	UNIT	44	**$ 180.00**	**$ 7,920.00**	$ 40.00	$ 1,760.00	$ 1.00	$ 44.00	$ 1.00	$ 44.00	$ 40.00	$ 1,760.00	$ 0.01	$ 0.44
6	EARTH EXCAVATION	CU YD	21,045	**$ 35.00**	**$ 736,575.00**	$ 30.50	$ 641,872.50	$ 42.60	$ 896,517.00	$ 42.00	$ 883,890.00	$ 35.50	$ 747,097.50	$ 39.00	$ 820,755.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,110	**$ 15.00**	**$ 31,650.00**	$ 34.00	$ 71,740.00	$ 7.00	$ 14,770.00	$ 55.00	$ 116,050.00	$ 34.00	$ 71,740.00	$ 39.00	$ 82,290.00
8	TRENCH BACKFILL	CU YD	70	**$ 44.00**	**$ 3,080.00**	$ 78.00	$ 5,460.00	$ 55.00	$ 3,850.00	$ 50.00	$ 3,500.00	$ 80.00	$ 5,600.00	$ 40.00	$ 2,800.00
9	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	560	**$ 22.00**	**$ 12,320.00**	$ 21.00	$ 11,760.00	$ 42.00	$ 23,520.00	$ 10.00	$ 5,600.00	$ 45.00	$ 25,200.00	$ 27.00	$ 15,120.00
10	EXPLORATORY TRENCH	CU YD	100	**$ 32.00**	**$ 3,200.00**	$ 155.00	$ 15,500.00	$ 13.00	$ 1,300.00	$ 1.00	$ 100.00	$ 2.50	$ 250.00	$ 20.00	$ 2,000.00
11	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,643	**$ 8.75**	**$ 40,626.25**	$ 9.55	$ 44,340.65	$ 8.13	$ 37,747.59	$ 8.00	$ 37,144.00	$ 25.00	$ 116,075.00	$ 12.00	$ 55,716.00
12	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	175	**$ 22.00**	**$ 3,850.00**	$ 27.00	$ 4,725.00	$ 45.00	$ 7,875.00	$ 1.00	$ 175.00	$ 27.00	$ 4,725.00	$ 15.00	$ 2,625.00
13	NATIVE SEEDING (LOW PROFILE SEED MIX)	ACRE	0.77	**$ 10,600.00**	**$ 8,162.00**	$ 7,225.00	$ 5,563.25	$ 8,500.00	$ 6,545.00	$ 15,000.00	$ 11,550.00	$ 7,225.00	$ 5,563.25	$ 7,000.00	$ 5,390.00
14	NATIVE SEEDING (WET/MESIC MIX)	ACRE	1.00	**$ 10,800.00**	**$ 10,800.00**	$ 5,490.00	$ 5,490.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00	$ 5,490.00	$ 5,490.00	$ 7,000.00	$ 7,000.00
15	NATIVE SEEDING (SEDGE MEADOW SEED MIX)	ACRE	0.50	**$ 10,900.00**	**$ 5,450.00**	$ 4,620.00	$ 2,310.00	$ 8,500.00	$ 4,250.00	$ 15,000.00	$ 7,500.00	$ 4,620.00	$ 2,310.00	$ 7,000.00	$ 3,500.00
16	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	2.03	**$ 10,900.00**	**$ 22,127.00**	$ 4,755.00	$ 9,652.65	$ 7,900.00	$ 16,037.00	$ 12,000.00	$ 24,360.00	$ 4,755.00	$ 9,652.65	$ 7,000.00	$ 14,210.00
17	SEEDING, CLASS 1	ACRE	0.04	**$ 16,500.00**	**$ 660.00**	$ 14,600.00	$ 584.00	$ 9,000.00	$ 360.00	$ 6,000.00	$ 240.00	$ 14,600.00	$ 584.00	$ 12,000.00	$ 480.00
18	EROSION CONTROL BLANKET	SQ YD	21,440	**$ 2.50**	**$ 53,600.00**	$ 2.00	$ 42,880.00	$ 2.75	$ 58,960.00	$ 2.50	$ 53,600.00	$ 2.00	$ 42,880.00	$ 2.00	$ 42,880.00
19	SPADE AND RELOCATE TREE	EACH	6	**$ 500.00**	**$ 3,000.00**	$ 6,000.00	$ 36,000.00	$ 400.00	$ 2,400.00	$ 2,000.00	$ 12,000.00	$ 6,000.00	$ 36,000.00	$ 1,000.00	$ 6,000.00
20	NATIVE TREES	EACH	32	**$ 880.00**	**$ 28,160.00**	$ 815.00	$ 26,080.00	$ 800.00	$ 25,600.00	$ 800.00	$ 25,600.00	$ 815.00	$ 26,080.00	$ 900.00	$ 28,800.00
21	NATIVE SHRUBS	EACH	104	**$ 130.00**	**$ 13,520.00**	$ 90.00	$ 9,360.00	$ 103.00	$ 10,712.00	$ 115.00	$ 11,960.00	$ 90.00	$ 9,360.00	$ 120.00	$ 12,480.00
22	PERIMETER EROSION BARRIER	FOOT	2,200	**$ 4.00**	**$ 8,800.00**	$ 4.25	$ 9,350.00	$ 7.00	$ 15,400.00	$ 3.00	$ 6,600.00	$ 4.25	$ 9,350.00	$ 3.00	$ 6,600.00
23	INLET FILTERS	EACH	10	**$ 390.00**	**$ 3,900.00**	$ 270.00	$ 2,700.00	$ 380.00	$ 3,800.00	$ 200.00	$ 2,000.00	$ 270.00	$ 2,700.00	$ 120.00	$ 1,200.00
24	STONE RIPRAP, CLASS A3	SQ YD	76	**$ 100.00**	**$ 7,600.00**	$ 146.00	$ 11,096.00	$ 68.00	$ 5,168.00	$ 100.00	$ 7,600.00	$ 120.00	$ 9,120.00	$ 95.00	$ 7,220.00

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
25	STONE RIPRAP, CLASS A5	SQ YD	1,455	**$ 120.00**	**$ 174,600.00**	$ 147.00	$ 213,885.00	$ 138.00	$ 200,790.00	$ 80.00	$ 116,400.00	$ 150.00	$ 218,250.00	$ 132.00	$ 192,060.00
26	COBBLE AND AGGREGATE MIX	SQ YD	310	**$ 180.00**	**$ 55,800.00**	$ 118.00	$ 36,580.00	$ 150.00	$ 46,500.00	$ 18.00	$ 5,580.00	$ 145.00	$ 44,950.00	$ 270.00	$ 83,700.00
27	BOULDER	EACH	26	**$ 270.00**	**$ 7,020.00**	$ 360.00	$ 9,360.00	$ 300.00	$ 7,800.00	$ 300.00	$ 7,800.00	$ 1,250.00	$ 32,500.00	$ 600.00	$ 15,600.00
28	STRUCTURE EXCAVATION	CU YD	1,280	**$ 47.00**	**$ 60,160.00**	$ 34.00	$ 43,520.00	$ 28.00	$ 35,840.00	$ 46.00	$ 58,880.00	$ 38.50	$ 49,280.00	$ 44.00	$ 56,320.00
29	COFFERDAM (TYPE 2) (LOCATION - 1)	EACH	1	**$ 60,400.00**	**$ 60,400.00**	$ 55,000.00	$ 55,000.00	$ 18,000.00	$ 18,000.00	$ 50,000.00	$ 50,000.00	$ 47,600.00	$ 47,600.00	$ 96,000.00	$ 96,000.00
30	COFFERDAM (TYPE 1) (LOCATION - 2)	EACH	1	**$ 14,800.00**	**$ 14,800.00**	$ 10,000.00	$ 10,000.00	$ 18,000.00	$ 18,000.00	$ 50,000.00	$ 50,000.00	$ 13,500.00	$ 13,500.00	$ 35,000.00	$ 35,000.00
31	PROTECTIVE COAT	SQ YD	183	**$ 1.25**	**$ 228.75**	$ 4.00	$ 732.00	$ 22.00	$ 4,026.00	$ 10.00	$ 1,830.00	$ 10.00	$ 1,830.00	$ 5.00	$ 915.00
32	REINFORCEMENT BARS, EPOXY COATED	POUND	14,110	**$ 4.75**	**$ 67,022.50**	$ 3.20	$ 45,152.00	$ 6.33	$ 89,316.30	$ 3.00	$ 42,330.00	$ 2.20	$ 31,042.00	$ 2.00	$ 28,220.00
33	CONCRETE STRUCTURES (RETAINING WALL)	CU YD	95	**$ 1,100.00**	**$ 104,500.00**	$ 1,375.00	$ 130,625.00	$ 1,100.00	$ 104,500.00	$ 1,500.00	$ 142,500.00	$ 1,500.00	$ 142,500.00	$ 1,500.00	$ 142,500.00
34	CONCRETE BOX CULVERTS	CU YD	40	**$ 1,100.00**	**$ 44,000.00**	$ 1,375.00	$ 55,000.00	$ 1,100.00	$ 44,000.00	$ 1,500.00	$ 60,000.00	$ 1,500.00	$ 60,000.00	$ 1,600.00	$ 64,000.00
35	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	**$ 2,900.00**	**$ 2,900.00**	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 3,300.00	$ 3,300.00	$ 1,100.00	$ 1,100.00
36	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	**$ 3,000.00**	**$ 6,000.00**	$ 1,500.00	$ 3,000.00	$ 2,800.00	$ 5,600.00	$ 1,000.00	$ 2,000.00	$ 2,950.00	$ 5,900.00	$ 1,200.00	$ 2,400.00
37	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27"	EACH	1	**$ 3,600.00**	**$ 3,600.00**	$ 4,400.00	$ 4,400.00	$ 4,200.00	$ 4,200.00	$ 1,500.00	$ 1,500.00	$ 3,100.00	$ 3,100.00	$ 1,700.00	$ 1,700.00
38	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	**$ 5,900.00**	**$ 5,900.00**	$ 13,000.00	$ 13,000.00	$ 5,300.00	$ 5,300.00	$ 2,400.00	$ 2,400.00	$ 6,600.00	$ 6,600.00	$ 4,100.00	$ 4,100.00
39	HIGH DENSITY POLYETHYLENE PIPE 6"	FOOT	536	**$ 61.00**	**$ 32,696.00**	$ 41.00	$ 21,976.00	$ 58.00	$ 31,088.00	$ 28.00	$ 15,008.00	$ 45.00	$ 24,120.00	$ 65.00	$ 34,840.00
40	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	15	**$ 89.00**	**$ 1,335.00**	$ 142.00	$ 2,130.00	$ 78.00	$ 1,170.00	$ 80.00	$ 1,200.00	$ 140.00	$ 2,100.00	$ 290.00	$ 4,350.00
41	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	22	**$ 77.00**	**$ 1,694.00**	$ 147.00	$ 3,234.00	$ 98.00	$ 2,156.00	$ 80.00	$ 1,760.00	$ 150.00	$ 3,300.00	$ 291.00	$ 6,402.00
42	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 27"	FOOT	33	**$ 140.00**	**$ 4,620.00**	$ 180.00	$ 5,940.00	$ 150.00	$ 4,950.00	$ 100.00	$ 3,300.00	$ 195.00	$ 6,435.00	$ 302.00	$ 9,966.00
43	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	FOOT	45	**$ 190.00**	**$ 8,550.00**	$ 288.00	$ 12,960.00	$ 195.00	$ 8,775.00	$ 200.00	$ 9,000.00	$ 290.00	$ 13,050.00	$ 370.00	$ 16,650.00
44	STORM SEWER REMOVAL 15"	FOOT	60	**$ 120.00**	**$ 7,200.00**	$ 55.00	$ 3,300.00	$ 50.00	$ 3,000.00	$ 10.00	$ 600.00	$ 30.00	$ 1,800.00	$ 25.00	$ 1,500.00
45	REMOVE EXISTING HEADWALL/ FLARED END SECTION	EACH	2	**$ 1,800.00**	**$ 3,600.00**	$ 170.00	$ 340.00	$ 750.00	$ 1,500.00	$ 2,000.00	$ 4,000.00	$ 1,750.00	$ 3,500.00	$ 1,200.00	$ 2,400.00
46	REMOVE EXISTING CONCRETE SPILLWAY	SQ FT	310	**$ 18.00**	**$ 5,580.00**	$ 20.00	$ 6,200.00	$ 45.00	$ 13,950.00	$ 20.00	$ 6,200.00	$ 7.00	$ 2,170.00	$ 11.00	$ 3,410.00
47	PERFORATED PIPE 6"	FOOT	205	**$ 61.00**	**$ 12,505.00**	$ 41.00	$ 8,405.00	$ 60.00	$ 12,300.00	$ 30.00	$ 6,150.00	$ 64.00	$ 13,120.00	$ 23.00	$ 4,715.00
48	GRANULAR BACKFILL FOR STRUCTURES	CU YD	50	**$ 44.00**	**$ 2,200.00**	$ 69.00	$ 3,450.00	$ 65.00	$ 3,250.00	$ 50.00	$ 2,500.00	$ 100.00	$ 5,000.00	$ 53.00	$ 2,650.00
49	GEOCOMPOSITE WALL DRAIN	SQ YD	37	**$ 82.00**	**$ 3,034.00**	$ 25.00	$ 925.00	$ 113.00	$ 4,181.00	$ 10.00	$ 370.00	$ 75.00	$ 2,775.00	$ 29.00	$ 1,073.00
50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	**$ 8,900.00**	**$ 8,900.00**	$ 3,750.00	$ 3,750.00	$ 8,000.00	$ 8,000.00	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 3,200.00	$ 3,200.00
51	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	**$ 17,100.00**	**$ 17,100.00**	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	$ 14,000.00	$ 14,000.00	$ 17,650.00	$ 17,650.00	$ 23,200.00	$ 23,200.00
52	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	**$ 440.00**	**$ 440.00**	$ 300.00	$ 300.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
53	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	**$ 31,600.00**	**$ 31,600.00**	$ 32,000.00	$ 32,000.00	$ 800.00	$ 800.00	$ 100,000.00	$ 100,000.00	$ 30,000.00	$ 30,000.00	$ 55,000.00	$ 55,000.00
54	MOBILIZATION	L SUM	1	**$ 39,410.50**	**$ 39,410.50**	$ 125,000.00	$ 125,000.00	$ 75,000.00	$ 75,000.00	$ 100,000.00	$ 100,000.00	$ 139,500.00	$ 139,500.00	$ 157,000.00	$ 157,000.00
55	CONSTRUCTION LAYOUT	L SUM	1	**$ 7,200.00**	**$ 7,200.00**	$ 15,000.00	$ 15,000.00	$ 13,000.00	$ 13,000.00	$ 5,000.00	$ 5,000.00	$ 16,000.00	$ 16,000.00	$ 34,000.00	$ 34,000.00

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
56	AS-BUILT SURVEY	L SUM	1	**$ 2,200.00**	**$ 2,200.00**	$ 15,000.00	$ 15,000.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00	$ 2,000.00	$ 2,000.00
57	TRAFFIC CONTROL AND PROTECTION	L SUM	1	**$ 3,300.00**	**$ 3,300.00**	$ 49,000.00	$ 49,000.00	$ 13,000.00	$ 13,000.00	$ 6,000.00	$ 6,000.00	$ 5,400.00	$ 5,400.00	$ 59,000.00	$ 59,000.00
58	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	4.3	**$ 4,200.00**	**$ 18,060.00**	$ 2,900.00	$ 12,470.00	$ 8,500.00	$ 36,550.00	$ 7,200.00	$ 30,960.00	$ 2,900.00	$ 12,470.00	$ 5,500.00	$ 23,650.00
59	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	4.3	**$ 4,200.00**	**$ 18,060.00**	$ 3,500.00	$ 15,050.00	$ 8,000.00	$ 34,400.00	$ 7,000.00	$ 30,100.00	$ 3,500.00	$ 15,050.00	$ 5,000.00	$ 21,500.00
60	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	4.3	**$ 4,200.00**	**$ 18,060.00**	$ 3,600.00	$ 15,480.00	$ 7,300.00	$ 31,390.00	$ 6,500.00	$ 27,950.00	$ 3,600.00	$ 15,480.00	$ 4,500.00	$ 19,350.00
61	PRESCRIBED BURN	ACRE	4.3	**$ 2,200.00**	**$ 9,460.00**	$ 1,280.00	$ 5,504.00	$ 1,888.00	$ 8,118.40	$ 2,300.00	$ 9,890.00	$ 1,280.00	$ 5,504.00	$ 1,400.00	$ 6,020.00
62	MONITORING AND REPORTING	YEAR	3	**$ 6,100.00**	**$ 18,300.00**	$ 4,200.00	$ 12,600.00	$ 6,800.00	$ 20,400.00	$ 550.00	$ 1,650.00	$ 4,200.00	$ 12,600.00	$ 3,500.00	$ 10,500.00
63	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	1,000	**$ 8.75**	**$ 8,750.00**	$ 18.00	$ 18,000.00	$ 13.00	$ 13,000.00	$ 12.00	$ 12,000.00	$ 18.00	$ 18,000.00	$ 14.00	$ 14,000.00
					BASE BID TOTAL	**$ 1,981,000.00**		$ 2,047,304.45		$ 2,157,642.29		$ 2,215,466.00		$ 2,237,485.80		$ 2,396,725.44

BID ALTERNATE - BIKE PATH IMPROVEMENTS (PLAN SHEETS C11-C19)

NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	EARTH EXCAVATION	CU YD	220	**$ 48.00**	**$ 10,560.00**	$ 30.50	$ 6,710.00	$ 28.00	$ 6,160.00	$ 42.00	$ 9,240.00	$ 60.00	$ 13,200.00	$ 45.00	$ 9,900.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	230	**$ 48.00**	**$ 11,040.00**	$ 34.00	$ 7,820.00	$ 44.00	$ 10,120.00	$ 55.00	$ 12,650.00	$ 60.00	$ 13,800.00	$ 45.00	$ 10,350.00
3	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	20	**$ 39.00**	**$ 780.00**	$ 32.00	$ 640.00	$ 40.00	$ 800.00	$ 4.00	$ 80.00	$ 33.00	$ 660.00	$ 15.00	$ 300.00
4	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	890	**$ 21.00**	**$ 18,690.00**	$ 10.00	$ 8,900.00	$ 25.00	$ 22,250.00	$ 6.00	$ 5,340.00	$ 18.50	$ 16,465.00	$ 12.00	$ 10,680.00
5	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	**$ 2.25**	**$ 1,350.00**	$ 0.01	$ 6.00	$ 9.00	$ 5,400.00	$ 2.00	$ 1,200.00	$ 0.01	$ 6.00	$ 1.00	$ 600.00
6	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	150	**$ 200.00**	**$ 30,000.00**	$ 200.00	$ 30,000.00	$ 250.00	$ 37,500.00	$ 197.00	$ 29,550.00	$ 200.00	$ 30,000.00	$ 165.00	$ 24,750.00
7	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	150	**$ 17.00**	**$ 2,550.00**	$ 26.00	$ 3,900.00	$ 17.00	$ 2,550.00	$ 35.00	$ 5,250.00	$ 25.00	$ 3,750.00	$ 17.00	$ 2,550.00
8	SIDEWALK REMOVAL	SQ FT	150	**$ 6.25**	**$ 937.50**	$ 7.00	$ 1,050.00	$ 7.00	$ 1,050.00	$ 2.00	$ 300.00	$ 5.00	$ 750.00	$ 3.00	$ 450.00
9	MANHOLES TO BE ADJUSTED	EACH	1	**$ 890.00**	**$ 890.00**	$ 700.00	$ 700.00	$ 4,500.00	$ 4,500.00	$ 300.00	$ 300.00	$ 1,100.00	$ 1,100.00	$ 900.00	$ 900.00
10	SIGN PANEL - TYPE 1	SQ FT	17	**$ 44.00**	**$ 748.00**	$ 25.00	$ 425.00	$ 75.00	$ 1,275.00	$ 20.00	$ 340.00	$ 23.00	$ 391.00	$ 40.00	$ 680.00
11	METAL POST - TYPE A	FOOT	38	**$ 39.00**	**$ 1,482.00**	$ 13.00	$ 494.00	$ 28.00	$ 1,064.00	$ 20.00	$ 760.00	$ 25.25	$ 959.50	$ 45.00	$ 1,710.00
12	BOLLARDS	EACH	2	**$ 1,500.00**	**$ 3,000.00**	$ 875.00	$ 1,750.00	$ 1,300.00	$ 2,600.00	$ 2,500.00	$ 5,000.00	$ 2,100.00	$ 4,200.00	$ 1,200.00	$ 2,400.00
13	CONSTRUCTION LAYOUT	L SUM	1	**$ 1,700.00**	**$ 1,700.00**	$ 2,500.00	$ 2,500.00	$ 4,200.00	$ 4,200.00	$ 5,000.00	$ 5,000.00	$ 3,900.00	$ 3,900.00	$ 5,000.00	$ 5,000.00
					BID ALTERNATE TOTAL	**$ 83,727.50**		$ 64,895.00		$ 99,469.00		$ 75,010.00		$ 89,181.50		$ 70,270.00

ITEMS ORDERED BY ENGINEER (IOBE)

NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	500	**$ 8.00**	**$ 4,000.00**	$ 15.00	$ 7,500.00	$ 13.00	$ 6,500.00	$ 1.00	$ 500.00	$ 40.00	$ 20,000.00	$ 50.00	$ 25,000.00
2	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	1	**$ 350.00**	**$ 350.00**	$ 20.00	$ 20.00	$ 250.00	$ 250.00	$ 300.00	$ 300.00	$ 325.00	$ 325.00	$ 200.00	$ 200.00
3	NATIVE TREES	EACH	10	**$ 880.00**	**$ 8,800.00**	$ 815.00	$ 8,150.00	$ 800.00	$ 8,000.00	$ 800.00	$ 8,000.00	$ 815.00	$ 8,150.00	$ 950.00	$ 9,500.00

				V3		MARTAM CONSTRUCTION		SEMPER FI LANDSCAPING		EARTHWERKS		BERGER		COPENHAVER	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
4	NATIVE SHRUBS	EACH	25	**$ 120.00**	**$ 3,000.00**	$ 90.00	$ 2,250.00	$ 100.00	$ 2,500.00	$ 115.00	$ 2,875.00	$ 90.00	$ 2,250.00	$ 150.00	$ 3,750.00
5	TEMPORARY FENCE	FOOT	500	**$ 5.00**	**$ 2,500.00**	$ 5.20	$ 2,600.00	$ 8.00	$ 4,000.00	$ 4.00	$ 2,000.00	$ 6.50	$ 3,250.00	$ 11.00	$ 5,500.00
6	SUPPLEMENTAL WATERING	UNIT	40	**$ 150.00**	**$ 6,000.00**	$ 40.00	$ 1,600.00	$ 1.00	$ 40.00	$ 1.00	$ 40.00	$ 40.00	$ 1,600.00	$ 0.01	$ 0.40
7	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	250	**$ 8.00**	**$ 2,000.00**	$ 18.00	$ 4,500.00	$ 19.00	$ 4,750.00	$ 12.00	$ 3,000.00	$ 18.00	$ 4,500.00	$ 12.00	$ 3,000.00
8	PERIMETER EROSION BARRIER	FOOT	2,200	**$ 3.75**	**$ 8,250.00**	$ 4.25	$ 9,350.00	$ 7.00	$ 15,400.00	$ 3.00	$ 6,600.00	$ 4.25	$ 9,350.00	$ 3.00	$ 6,600.00
	ITEMS ORDERED BY ENGINEER (IOBE)TOTAL				**$ 34,900.00**		$ 35,970.00		$ 41,440.00		$ 23,315.00		$ 49,425.00		$ 53,550.40
	CONTINGENCY				**$ 100,000.00**		$ 100,000.00		$ 100,000.00		$ 100,000.00		$ 100,000.00		$ 100,000.00
	GRAND TOTAL				**$ 2,199,627.50**		$ 2,248,169.45		$ 2,398,551.29		$ 2,413,791.00		$ 2,476,092.30		$ 2,620,545.84

NOTES
1. MARTAM CONSTRUCTION Grand Total corrected to $2,248,169.45 from $2,248,349.45.00 due to miscalculation in submittal.
2. SEMPER FI LANDSCAPING Grand Total corrected to $2,398,551.29 from $2,399,841.29 due to miscalculation in submittal.
3. BERGER Grand Total corrected to $2,476,092.30 from $2,376,092.30 due to miscalculation in submittal.

Bid Opening 10/03/2023 @ 2:30 PM	VC, NE, RJ
Invitations Sent	16
Total Vendors Requesting Documents	2
Total Bid Responses	6

SECTION 8 - BID FORM PRICING

All rates/lump sums submitted will be effect for the duration of the contract term. No surcharges or markups will be paid.

BASE BID

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	468	$ 15.00	$ 7,020.00
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	324	$ 21.00	$ 6,804.00
3	SP	SELECTIVE CLEARING AND TREE REMOVAL	ACRE	2.09	$ 31,000.00	$ 64,790.00
4	20101000	TEMPORARY FENCE	FOOT	1,200	$ 5.50	$ 6,600.00
5	20101700	SUPPLEMENTAL WATERING	UNIT	44	$ 180.00	$ 7,920.00
6	20200100	EARTH EXCAVATION	CU YD	21,045	$ 35.00	$ 736,575.00
7	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,110	$ 15.00	$ 31,650.00
8	20800150	TRENCH BACKFILL	CU YD	70	$ 44.00	$ 3,080.00
9	SP	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	560	$ 22.00	$ 12,320.00
10	SP	EXPLORATORY TRENCH	CU YD	100	$ 32.00	$ 3,200.00
11	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,643	$ 8.75	$ 40,626.25
12	21101645	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	175	$ 22.00	$ 3,850.00
13	SP	NATIVE SEEDING (LOW PROFILE SEED MIX)	ACRE	0.77	$ 10,600.00	$ 8,162.00
14	SP	NATIVE SEEDING (WET/MESIC MIX)	ACRE	1.00	$ 10,800.00	$ 10,800.00
15	SP	NATIVE SEEDING (SEDGE MEADOW SEED MIX)	ACRE	0.50	$ 10,900.00	$ 5,450.00
16	SP	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	2.03	$ 10,900.00	$ 22,127.00
17	25000100	SEEDING, CLASS 1	ACRE	0.04	$ 16,500.00	$ 660.00
18	25100630	EROSION CONTROL BLANKET	SQ YD	21,440	$ 2.50	$ 53,600.00
19	SP	SPADE AND RELOCATE TREE	EACH	6	$ 500.00	$ 3,000.00

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
20	SP	NATIVE TREES	EACH	32	$ 880.00	$ 28,160.00
21	SP	NATIVE SHRUBS	EACH	104	$ 130.00	$ 13,520.00
22	28000400	PERIMETER EROSION BARRIER	FOOT	2,200	$ 4.00	$ 8,800.00
23	28000510	INLET FILTERS	EACH	10	$ 390.00	$ 3,900.00
24	28100105	STONE RIPRAP, CLASS A3	SQ YD	76	$ 100.00	$ 7,600.00
25	28100109	STONE RIPRAP, CLASS A5	SQ YD	1,455	$ 120.00	$ 174,600.00
26	SP	COBBLE AND AGGREGATE MIX	SQ YD	310	$ 180.00	$ 55,800.00
27	SP	BOULDER	EACH	26	$ 270.00	$ 7,020.00
28	50200100	STRUCTURE EXCAVATION	CU YD	1,280	$ 47.00	$ 60,160.00
29	50201121	COFFERDAM (TYPE 2) (LOCATION - 1)	EACH	1	$ 60,400.00	$ 60,400.00
30	50201121	COFFERDAM (TYPE 1) (LOCATION - 2)	EACH	1	$ 14,800.00	$ 14,800.00
31	50300300	PROTECTIVE COAT	SQ YD	183	$ 1.25	$ 228.75
32	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	14,110	$ 4.75	$ 67,022.50
33	52200900	CONCRETE STRUCTURES (RETAINING WALL)	CU YD	95	$ 1,100.00	$ 104,500.00
34	54003000	CONCRETE BOX CULVERTS	CU YD	40	$ 1,100.00	$ 44,000.00
35	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	$ 2,900.00	$ 2,900.00
36	54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	$ 3,000.00	$ 6,000.00
37	54213672	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27"	EACH	1	$ 3,600.00	$ 3,600.00
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	$ 5,900.00	$ 5,900.00
39	SP	HIGH DENSITY POLYETHYLENE PIPE 6"	FOOT	536	$ 61.00	$ 32,696.00
40	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	15	$ 89.00	$ 1,335.00
41	550A2330	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	22	$ 77.00	$ 1,694.00

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
42	550A2370	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 27"	FOOT	33	$ 140.00	$ 4,620.00
43	550A2410	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 42"	FOOT	45	$ 190.00	$ 8,550.00
44	55100700	STORM SEWER REMOVAL 15"	FOOT	60	$ 120.00	$ 7,200.00
45	SP	REMOVE EXISTING HEADWALL/FLARED END SECTION	EACH	2	$ 1,800.00	$ 3,600.00
46	SP	REMOVE EXISTING CONCRETE SPILLWAY	SQ FT	310	$ 18.00	$ 5,580.00
47	SP	PERFORATED PIPE 6"	FOOT	205	$ 61.00	$ 12,505.00
48	58600101	GRANULAR BACKFILL FOR STRUCTURES	CU YD	50	$ 44.00	$ 2,200.00
49	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	37	$ 82.00	$ 3,034.00
50	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 8,900.00	$ 8,900.00
51	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 17,100.00	$ 17,100.00
52	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	$ 440.00	$ 440.00
53	SP	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	$ 31,600.00	$ 31,600.00
54	SP	MOBILIZATION	L SUM	1	$ 39,410.50	$ 39,410.50
55	SP	CONSTRUCTION LAYOUT	L SUM	1	$ 7,200.00	$ 7,200.00
56	SP	AS-BUILT SURVEY	L SUM	1	$ 2,200.00	$ 2,200.00
57	SP	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$ 3,300.00	$ 3,300.00
58	SP	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	4.3	$ 4,200.00	$ 18,060.00
59	SP	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	4.3	$ 4,200.00	$ 18,060.00
60	SP	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	4.3	$ 4,200.00	$ 18,060.00
61	SP	PRESCRIBED BURN	ACRE	4.3	$ 2,200.00	$ 9,460.00
62	SP	MONITORING AND REPORTING	YEAR	3	$ 6,100.00	$ 18,300.00
63	SP	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	1,000	$ 8.75	$ 8,750.00
					BASE BID TOTAL	$ 1,981,000.00

BID ALTERNATE - BIKE PATH IMPROVEMENTS (PLAN SHEETS C11-C19)

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20200100	EARTH EXCAVATION	CU YD	220	$ 48.00	$ 10,560.00
2	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	230	$ 48.00	$ 11,040.00
3	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	20	$ 39.00	$ 780.00
4	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	890	$ 21.00	$ 18,690.00
5	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	$ 2.25	$ 1,350.00
6	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	150	$ 200.00	$ 30,000.00
7	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	150	$ 17.00	$ 2,550.00
8	44000600	SIDEWALK REMOVAL	SQ FT	150	$ 6.25	$ 937.50
9	60255500	MANHOLES TO BE ADJUSTED	EACH	1	$ 890.00	$ 890.00
10	72000100	SIGN PANEL - TYPE 1	SQ FT	17	$ 44.00	$ 748.00
11	72900100	METAL POST - TYPE A	FOOT	38	$ 39.00	$ 1,482.00
12	SP	BOLLARDS	EACH	2	$ 1,500.00	$ 3,000.00
13	SP	CONSTRUCTION LAYOUT	L SUM	1	$ 1,700.00	$ 1,700.00
					BID ALTERNATE TOTAL	**$ 83,727.50**

ITEMS ORDERED BY ENGINEER (IOBE)

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	59100100	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	500	$ 8.00	$ 4,000.00
2	60218400	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	1	$ 350.00	$ 350.00
3	SP	NATIVE TREES	EACH	10	$ 880.00	$ 8,800.00

NO.	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
4	SP	NATIVE SHRUBS	EACH	25	$ *120.00*	$ *3,000.00*
5	20101000	TEMPORARY FENCE	FOOT	500	$ *5.00*	$ *2,500.00*
6	20101700	SUPPLEMENTAL WATERING	UNIT	40	$ *150.00*	$ *6,000.00*
7	SP	ROLLED EROSION CONTROL PRODUCTS - COIR LOG	FOOT	250	$ *8.00*	$ *2,000.00*
8	28000400	PERIMETER EROSION BARRIER	FOOT	2,200	$ *3.75*	$ *8,250.00*
					ITEMS ORDERED BY ENGINEER (IOBE)TOTAL	$ *34,900.00*
					BASE BID TOTAL	$ *1,981,000.00*
					BID ALTERNATE TOTAL	$ *83,727.50*
					CONTINGENCY	**$100,000.00**
					GRAND TOTAL	$ *2,199,627.50*
GRAND TOTAL (IN WORDS)	*TWO MILLION ONE HUNDRED NINITY NINE THOUSAND SIX HUNDRED TWENTY SEVEN DOLLARS AND FIFTY CENTS*					

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X [redacted] President

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 3rd day of October AD, 2023

[redacted] My Commission Expires: 08-01-2024

(Notary Public)

OFFICIAL SEAL
THOMAS A. FOSTER
NOTARY PUBLIC, STATE OF ILLINOIS
COUNTY OF DEKALB
My Commission Expires Aug. 1st, 2024

SEAL

SECTION 10 - MANDATORY FORM
MAIN STREET BASIN FLOOD CONTROL PROJECT 23-107-SWM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	V3 Construction Group, Ltd.		
Main Business Address	7325 Janes Avenue		
City, State, Zip Code	Woodridge, Illinois 60517		
Telephone Number	630-724-9200	Email Address	mfamiglietti@v3co.com
Bid Contact Person	Mike Famiglietti, President		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

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

Michael Famiglietti, P.E. (President or Partner)

Ronald A. Graf (Vice-President or Partner)

Thomas A. Foster (Secretary or Partner)

Amy Holmes (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. 1, _____, _____, and ____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	V3 Construction Group, Ltd.	NAME	V3 Construction Group, Ltd.
CONTACT	Michael Famiglietti, P.E.	CONTACT	Chris Somheil
ADDRESS	7325 Janes Avenue	ADDRESS	7325 Janes Avenue
CITY ST ZIP	Woodridge, Illinois 60517	CITY ST ZIP	Woodridge, Illinois 60517
TX	630-724-9200	TX	630-724-9200
FX	630-724-9202	FX	630-724-9202
EMAIL	mfamiglietti@v3co.com	EMAIL	csomheil@v3co.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		Address to be provided once notice to proceed is issued.	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 10-03-2023
Bid/Contract/PO #: 23-107-SWM

Company Name:	V3 Construction Group, Ltd.	Company Contact:	Michael Famiglietti, P.E.
Contact Phone:	630-724-9200	Contact Email:	mfamiglietti@v3co.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

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

☒ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Michael Famiglietti, P.E.

Title President

Date 10-03-2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 2 **(total number of pages)**

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16

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

File #: SM-P-0067-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.F.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE GREEN ACRES DRAINAGE PROJECT

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded one hundred seventy-nine million two hundred sixty-six thousand five hundred eighty-five ($179,266,585) dollars in funding through the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County;

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the "GREEN ACRES DRAINAGE PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed forty-five thousand dollars ($45,000.00) dollars; and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the TOWNSHIP shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the TOWNSHIP is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to Naperville Township, Attn: Eddie Bedford, 139 Water Street, Naperville, Illinois 60540; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3385	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $45,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $45,000.00
	CURRENT TERM TOTAL COST: $45,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Naperville Township	VENDOR #: 19668	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Eddie Bedford	VENDOR CONTACT PHONE: 630-388-4401	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: eddieb@napervilletownship.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2331	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
This project will include drainage improvements to address ongoing concerns in the Green Acres subdivision in unincorporated Naperville Township.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
DuPage County received funds through the American Rescue Plan Act (ARPA) The County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects. Stormwater Committee and County Board approved a cost share program to fund shovel ready stormwater infrastructure projects within township road districts countywide. Stormwater Management staff reviewed submittals and the Naperville Township Green Acres Project has been selected for funding of the ARPA Grant.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
IGA (INTERGOVERNMENTAL AGREEMENT)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source. Decision Memo Not Required
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

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Send Payments To:		*Ship to:*	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Dec 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

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		Green Acres Project	FY23	1100	1215	53830	COVID-19_ SWM	45,000.00	45,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 45,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☐ Vendor Ethics Disclosure Statement

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE GREEN ACRES STORMWATER IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 14th day of November 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Naperville Township, a body politic and corporate, with offices at 113 Water Street, Naperville, Illinois 60540 (hereinafter referred to as the TOWNSHIP).

RECITALS

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded $179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds

dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County; and

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the "GREEN ACRES STORMWATER IMPROVEMENT PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed forty five thousand and dollars ($45,000.00); and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the TOWNSHIP shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the 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 a part thereof, the same constituting the factual basis for this AGREEMENT.

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

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves construction of storm sewer improvements to address drainage concerns in the Green Acres Subdivision. The proposed project will help alleviate localized flooding experienced in the neighborhood by collecting and

conveying stormwater more efficiently through an improved system of ditches and storm sewer.

2.2 The PROJECT shall be developed essentially in accord with the Grant Funding Request provided to the COUNTY by the TOWNSHIP.

3.0 FUNDING.

3.1 The total construction related PROJECT costs are estimated to be forty five thousand dollars ($45,000.00). The COUNTY's maximum reimbursement amount is $45,000.00 or 100% of the estimated PROJECT cost, whichever is least.

3.2 The TOWNSHIP shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.

3.3 This AGREEMENT shall in no way obligate the TOWNSHIP to undertake this PROJECT if the TOWNSHIP in its sole discretion determines that it is no longer in the TOWNSHIP's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the TOWNSHIP shall promptly reimburse the COUNTY any monies paid by the COUNTY to the TOWNSHIP pursuant to this AGREEMENT. The TOWNSHIP's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the TOWNSHIP's timely and satisfactory completion of the PROJECT.

3.3 The TOWNSHIP may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the TOWNSHIP in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the TOWNSHIP's administrative costs, overhead, payroll, land acquisition, legal or accounting services.

3.4 As this Agreement utilizes ARPA funds, the TOWNSHIP is aware that time is of the essence in notifications as to whether the TOWNSHIP will proceed with this project to substantial completion not later than October 31, 2024. If the TOWNSHIP fails to communicate that the TOWNSHIP is not proceeding with this project or if the TOWNSHIP fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 TOWNSHIP'S RESPONSIBILITIES.

4.1 The TOWNSHIP shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The TOWNSHIP shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.4 The TOWNSHIP shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

4.7 The TOWNSHIP may enter into additional agreements to secure any portion of the local PROJECT costs that exceed the original PROJECT estimate as long as the funding does not conflict with the ARPA criteria.

4.8 The TOWNSHIP shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than forty five thousand dollars ($45,000.00) or 100% of the estimated PROJECT costs, whichever is lesser. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

4.9 The TOWNSHIP shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP's obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

4.10 The TOWNSHIP shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the TOWNSHIP reasonable advanced notice of when the COUNTY requires such access.

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The TOWNSHIP and TOWNSHIP contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the TOWNSHIP shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.

4.12 The TOWNSHIP must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the TOWNSHIP's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the TOWNSHIP with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the TOWNSHIP for approved costs associated with the PROJECT at a maximum amount of $95,000.00, or 100% of the estimated PROJECT cost whichever is least, which have been incurred and paid for by the TOWNSHIP, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed forty five thousand dollars ($45,000.00).

5.2.3 In the event PROJECT costs total less than forty five thousand dollars ($45,000.00), the COUNTY'S total reimbursement amount shall be only for 100% of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the TOWNSHIP.

5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.

5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

6.1 The TOWNSHIP shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.2 The TOWNSHIP understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The TOWNSHIP agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

7.1 The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the TOWNSHIP's performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The TOWNSHIP shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.

7.3 The TOWNSHIP shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the TOWNSHIP shall require that its consultants and contractors indemnify, defend and hold harmless the TOWNSHIP and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove TOWNSHIP's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP's indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 December 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

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

Eddie Bedford
Naperville Township Supervisor, Director of Road Services
113 Water Street
Naperville , IL 60540
630-388-4401

Sarah Hunn, Director
DuPage County Stormwater Management Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6700

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 North County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

Deborah A. Conroy
Chairman, DuPage County Board

ATTEST:

Jean Kaczmarek
County Clerk

NAPERVILLE TOWNSHIP

[redacted]

Eddie Bedford
Naperville Township Supervisor

ATTEST:

[redacted]

Name:
Title: Admin Asst.

State of Illinois County of DuPage

This Instrument was acknowledged before me On October 13, 2023 by Eddie Bedford

[redacted]

Signature of Notary Public

Official Seal
M J MASCITTI
Notary Public, State of Illinois
Commission No. 975065
My Commission Expires July 17, 2027

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

File #: SM-P-0068-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.G.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE
AERO ESTATES DRAINAGE PROJECT

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 *et seq*.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded one hundred seventy-nine million two hundred sixty-six thousand five hundred eighty-five ($179,266,585) dollars in funding through the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County;

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the "AERO ESTATES DRAINAGE PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed ninety-five thousand dollars ($95,000.00) dollars; and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the TOWNSHIP shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the TOWNSHIP is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to Naperville Township, Attn: Eddie Bedford, 139 Water Street, Naperville, Illinois 60540; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3386	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $95,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $95,000.00
	CURRENT TERM TOTAL COST: $95,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Naperville Township	VENDOR #: 19668	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Eddie Bedford	VENDOR CONTACT PHONE: 630-388-4401	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupageco.org
VENDOR CONTACT EMAIL: eddieb@napervilletownship.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2330	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
This project will include drainage improvements to address ongoing concerns in the Aero Estates subdivision.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
DuPage County received funds through the American Rescue Plan Act (ARPA) The County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects. Stormwater Committee and County Board approved a cost share program to fund shovel ready stormwater infrastructure projects within township road districts countywide. Stormwater Management staff reviewed submittals and the Naperville Township Aero Estates Project has been selected for funding of the ARPA Grant.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
IGA (INTERGOVERNMENTAL AGREEMENT)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source. Decision Memo Not Required
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

Send Purchase Order To:		*Send Invoices To:*	
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Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Send Payments To:		*Ship to:*	
Vendor: Naperville Township	Vendor#: 19668	Dept: Stormwater Management	Division:
Attn: Eddie Bedford	Email: eddieb@napervilletownship.com	Attn: Jamie Lock	Email: Jamie.Lock@dupageco.org
Address: 139 Water Street	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-388-4401	Fax:	Phone: 630-407-6705	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Dec 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

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		Aero Estates Project	FY23	1100	1215	53830	COVID-19_ SWM	95,000.00	95,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☐ Vendor Ethics Disclosure Statement

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND NAPERVILLE TOWNSHIP FOR THE AERO ESTATES STORMWATER IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 14th day of November 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Naperville Township, a body politic and corporate, with offices at 113 Water Street, Naperville, Illinois 60540 (hereinafter referred to as the TOWNSHIP).

RECITALS

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded $179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a township road district cost share program, and a portion of the funds

dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all township road districts in DuPage County; and

WHEREAS, the TOWNSHIP has submitted an application under this grant program for the "AERO ESTATES STORMWATER IMPROVEMENT PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the TOWNSHIP has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed ninety five thousand dollars ($95,000.00); and

WHEREAS, the TOWNSHIP shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the TOWNSHIP shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the 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 a part thereof, the same constituting the factual basis for this AGREEMENT.

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

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves construction of storm sewer improvements to address drainage concerns in the Aero Estates Subdivision. The proposed project will help alleviate localized flooding experienced in the neighborhood by collecting and

conveying stormwater more efficiently through an improved system of ditches and storm sewer.

2.2 The PROJECT shall be developed essentially in accord with the Grant Funding Request provided to the COUNTY by the TOWNSHIP.

3.0 FUNDING.

3.1 The total construction related PROJECT costs are estimated to be ninety five thousand dollars ($95,000.00). The COUNTY's maximum reimbursement amount is $95,000.00 or 100% of the estimated PROJECT cost, whichever is least.

3.2 The TOWNSHIP shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.

3.3 This AGREEMENT shall in no way obligate the TOWNSHIP to undertake this PROJECT if the TOWNSHIP in its sole discretion determines that it is no longer in the TOWNSHIP's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the TOWNSHIP shall promptly reimburse the COUNTY any monies paid by the COUNTY to the TOWNSHIP pursuant to this AGREEMENT. The TOWNSHIP's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the TOWNSHIP's timely and satisfactory completion of the PROJECT.

3.3 The TOWNSHIP may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the TOWNSHIP in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the TOWNSHIP's administrative costs, overhead, payroll, land acquisition, legal or accounting services.

3.4 As this Agreement utilizes ARPA funds, the TOWNSHIP is aware that time is of the essence in notifications as to whether the TOWNSHIP will proceed with this project to substantial completion not later than October 31, 2024. If the TOWNSHIP fails to communicate that the TOWNSHIP is not proceeding with this project or if the TOWNSHIP fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 TOWNSHIP'S RESPONSIBILITIES.

4.1 The TOWNSHIP shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The TOWNSHIP shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.4 The TOWNSHIP shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

4.7 The TOWNSHIP may enter into additional agreements to secure any portion of the local PROJECT costs that exceed the original PROJECT estimate as long as the funding does not conflict with the ARPA criteria.

4.8 The TOWNSHIP shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than ninety five thousand dollars ($95,000.00) or 100% of the estimated PROJECT costs, whichever is lesser. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

4.9 The TOWNSHIP shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP's obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

4.10 The TOWNSHIP shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the TOWNSHIP reasonable advanced notice of when the COUNTY requires such access.

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The TOWNSHIP and TOWNSHIP contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the TOWNSHIP shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.

4.12 The TOWNSHIP must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the TOWNSHIP's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the TOWNSHIP with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the TOWNSHIP for approved costs associated with the PROJECT at a maximum amount of $95,000.00, or 100% of the estimated PROJECT cost whichever is least, which have been incurred and paid for by the TOWNSHIP, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed ninety five thousand dollars ($95,000.00).

5.2.3 In the event PROJECT costs total less than ninety five thousand dollars ($95,000.00), the COUNTY'S total reimbursement amount shall be only for 100% of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the TOWNSHIP.

5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.

5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

6.1 The TOWNSHIP shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.2 The TOWNSHIP understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The TOWNSHIP agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

7.1 The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the TOWNSHIP's performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The TOWNSHIP shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.

7.3 The TOWNSHIP shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the TOWNSHIP shall require that its consultants and contractors indemnify, defend and hold harmless the TOWNSHIP and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove TOWNSHIP's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP's indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 December 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

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

Eddie Bedford
Naperville Township Supervisor, Director of Road Services
113 Water Street
Naperville , IL 60540
630-388-4401

Sarah Hunn, Director
DuPage County Stormwater Management Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6700

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 North County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

Deborah A. Conroy
Chairman, DuPage County Board

ATTEST:

Jean Kaczmarek
County Clerk

NAPERVILLE TOWNSHIP

[redacted]

Eddie Bedford
Naperville Township Supervisor

ATTEST:

[redacted]

Name:
Title: Admin. Asst.

State of Illinois County of DuPage

This Instrument was acknowledged before me On October 13, 2023 by Eddie Bedford.

[redacted]

Signature of Notary Public

Official Seal
M J MASCITTI
Notary Public, State of Illinois
Commission No. 975065
My Commission Expires July 17, 2027

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

File #: SM-P-0065-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.H.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND COMPOSTING EDUCATION (SCARCE)
FOR PROFESSIONAL EDCUCATION SERVICES

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and prevent water pollution and to enter into agreements for the purposes of stormwater management, flood control and preventing water pollution (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001, et. seq.); and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY's waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

WHEREAS, the COUNTY has adopted Appendix J into the DuPage County Stormwater Management Plan, of which countywide water quality public education is a significant component; and

WHEREAS, the COUNTY and its municipalities are required to establish a water quality public education program for the National Pollutant Discharge Elimination System (NPDES) Phase II permit, effective March 2003; and

WHEREAS, the COUNTY has developed a Water Quality Improvement Program that provides for, among other things, public education; and

WHEREAS, the COUNTY requires professional educational services to supplement and complement existing water quality and waste reduction, waste reuse and recycling education programs and provide integrated water quality education to certain segments of the population; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality, waste reduction, waste reuse and recycling education services and is willing to perform the required services for an amount not to exceed two hundred and thirty-five thousand dollars and 0/100 ($235,000.00); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and SCARCE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to SCARCE, 800 S. Rohlwing Rd, Addison, Illinois 60101; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3450	RFP, BID, QUOTE OR RENEWAL #: 23-114-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $235,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $235,000.00
	CURRENT TERM TOTAL COST: $235,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: SCARCE	VENDOR #: 10922	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Kay McKeen	VENDOR CONTACT PHONE: 630.545.9710	DEPT CONTACT PHONE #: 630.407.6706	DEPT CONTACT EMAIL: raul.galvan@dupageco.org
VENDOR CONTACT EMAIL: scrapkay@aol.com	VENDOR WEBSITE: www.scarce.org	DEPT REQ #: 1600-2333	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
The contract will include student and teacher workshops; water-based workshops; a sustainable design challenge for students; community events, presentations and programs; water quality flag and sustainability flag programs; a storm drain medallion program; e-learning; and resources for public use pertaining to water quality, stormwater management, recycling, renewable energy, composting, and waste reduction.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The professional education contract with SCARCE will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s). The contract will also help DuPage County achieve the goals of the County's Solid Waste Management Plan and Cool DuPage Initiative.

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 RFP (REQUEST FOR PROPOSAL)	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. Selected via DuPage County's Qualified Based Selection process for professional services. Requests for Statements of Qualifications were sent to firms throughout the industry. Staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract with SCARCE for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
Send Payments To:		*Ship to:*	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

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		Water Quality Education	FY24	1600	3000	53090		85,000.00	85,000.00
2	1	EA		Environmental Education Services	FY24	1100	2820	53830		150,000.00	150,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 235,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND
COMPOSTING EDUCATION (SCARCE)
FOR PROFESSIONAL EDCUCATION SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 1st day of December, 2023 between 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 SCARCE, a nonprofit organization licensed to do business in the State of Illinois, with offices at 800 S. Rohlwing Rd, Addison, Illinois 60101; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and prevent water pollution and to enter into agreements for the purposes of stormwater management, flood control and preventing water pollution (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001, et. seq.); and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY's waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

WHEREAS, the COUNTY has adopted Appendix J into the DuPage County Stormwater Management Plan, of which countywide water quality public education is a significant component; and

WHEREAS, the COUNTY and its municipalities are required to establish a water quality public education program for the National Pollutant Discharge Elimination System (NPDES) Phase II permit, effective March 2003; and

WHEREAS, the COUNTY has developed a Water Quality Improvement Program that provides for, among other things, public education; and

WHEREAS, the COUNTY requires professional educational services to supplement and complement existing water quality and waste reduction, waste reuse and recycling education programs and provide integrated water quality education to certain segments of the population; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality, waste reduction, waste reuse and recycling education services and is willing to perform the required services for an amount not to exceed two hundred and thirty-five thousand dollars and 0/100 ($235,000.00); 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 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 a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

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

2.3 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 vendors provide services hereunder.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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 the Stormwater Management Department, (hereinafter referred to as the "DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

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, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed 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 AND VENDORS.

4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.

4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for

the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2024, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a 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.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed two hundred and thirty-five thousand dollars and 0/100 ($235,000.00). 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 until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3 The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT equal monthly payments of nineteen thousand five hundred and eighty-three dollars and 33/100 (19,583.33) upon presentation of an invoice and documentation set forth in Exhibit B – Deliverables which indicates that a portion of work has satisfactorily been completed. The COUNTY reserves the right to withhold the final monthly payment equal to nineteen thousand five hundred and eighty-three dollars and 33/100 ($19,583.33) to ensure completion of all tasks referenced in the Scope of Services.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the CONSULTANT's vendors indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced 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, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.

7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five-hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars ($2,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director of Stormwater Management, 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.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Director of Stormwater Management, 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.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.

8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured

parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] 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 directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, 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, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. 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 Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging 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 its vendors', 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 provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', 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' vendors, 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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

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 CONSULTANT'S services under this AGREEMENT.

13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self -certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at https://mwv.dupageco.org/).

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2024 or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

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 the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. 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 the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, 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 or without cause thirty (30) days after having served 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 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 the COUNTY, at the COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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 The laws of the State of Illinois shall govern this AGREEMENT 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 judicial circuit court for DuPage County.

21.0 NOTICES.

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

SCARCE
ON 374 Papworth St.
Wheaton, Illinois 60187
ATTN: Kay McKeen

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, P.E.

21.2 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; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, 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 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 [Reserved]

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE	SCARCE
BY:_____	BY:_____
DEBORAH A. CONROY	KAY MCKEEN
CHAIR	PRESIDENT
ATTEST:	ATTEST:
BY: _____	BY:_____
JEAN KACZMAREK, COUNTY CLERK	NAME:
	TITLE:

EXHIBIT A

SCOPE OF WORK

This exhibit includes the scope of work for the programs provided by the CONSULTANT for environmental and water quality education and outreach services.

Programs provided by the CONSULTANT should be tailored to cover each of the following FOCUS AREAS, unless otherwise specified:

- Water Quality
- Waste Reduction
- Composting & Gardens
- Recycling & Solid Waste Management
- Renewable Energy & Energy Efficiency
- Environmental Benefits of Local Consumerism

TEACHER/STUDENT PROGRAMS:
The CONSULTANT will present teacher workshops (in person and/or virtually/e-learning) on FOCUS AREAS including planning, coordinating site visits, scheduling, registration, confirmation, maintaining records for teacher's Continuing Professional Development Units and Graduate Credit documentation.

Task 1: Hold Watershed and Groundwater Flow Model Workshops – these workshops can be held at CONSULTANTS's site, at schools and/or virtually/e-learning.

Task 2: "Hold one (1) Attainable Sustainables 1" workshop. At this full day teacher workshop, teachers will ride on a bus to the DuPage Water Commission to see how the water gets here from Lake Michigan and then to a water sanitary treatment center to see where the water goes after it is used by consumers. Costs associated with bus transportation are allowed as direct expenses. Workshop may take place in person, virtually, through e-learning and/or a hybrid.

Task 3: Hold one (1) "Living Water: Going with the Flow" workshop. This is a 5.5-day graduate level course that provides teachers with 3 credit hours through an applicable university. In addition to classroom teachings, field visits will be made to wetlands, BMP sites and other related sites. Workshop may take place in person, virtually, through e-learning and/or a hybrid.

Task 4: Hold one (1) full day "Attainable Sustainables 2" teacher workshop. This full day workshop will be held to educate teachers about the science behind green building. The workshop will showcase green roofs, permeable pavement, native plants, rain barrels, silt fences, bio-swales, recycled content products, energy conservation, underground water storage and much more. Workshop may take place in person virtually, through e-learning and/or a hybrid.

Task 5: Provide teacher workshops or participate in scheduled in-service workshops (in person and/or virtually), educating on waste reduction, recycling, composting, gardening, renewable energy, energy efficiency and buying local.

Task 6: Further develop and hold the 18th annual "High School Sustainable Design Challenge" to be held in the County Administration Building. Meetings will be held with sponsoring teachers, architects and industry representatives. The focus of these green and sustainable designs will be best management practices for stormwater management including green roofs, permeable parking surfaces, bio-swales and native plants. Costs for awards may be allowed as direct expenses. Event may take place in person virtually, through e-learning and/or a hybrid.

Task 7: Provide online learning specifically for educators, as well as e-learning resources for students through various channels including but not limited to newsletters, website, blog posts and social media posting for the FOCUS AREAS listed above.

Task 8: CONSULTANT will provide hands-on interactive student environmental education programs and/or assemblies using STEM/STEAM guidelines in the aforementioned Focus Areas (in person and/or virtually or through e-learning). CONSULTANT will endeavor to reach students, including home school students and schools that have not been previously provided with COUNTY funded environmental education services.

COMMUNITY OUTREACH PROGRAMS:

Task 9: CONSULTANT will provide support, as needed, to DuPage communities hosting recycling events. COUNTY support should be mentioned on all advertisements/publications.

Task 10: Sponsoring informational booths at community events. The CONSULTANT will bring the watershed model, groundwater flow model, green vegetative roof or other water quality education and information. Programs may be achieved in person virtually, through e-learning and/or a hybrid.

Task 11: Engaging in community programs for youth, college, or civic groups focusing on stormwater management and water quality problems and solutions. Topics for these water quality educational activity programs include rain gardens, rain barrels, permeable pavers, green roofs, water quality and quantity, native plants, Green Building site tours, watershed model, groundwater flow model, bioswales, phosphates, watershed, hazardous waste, green cleaning, chloride reduction, fundraising car wash activities and improvements and other Best Management Practices (BMP) for stormwater. Programs may be achieved in person virtually, through e-learning and/or a hybrid.

Task 12: CONSULTANT will coordinate other community outreach programs, including, but not limited to, library outreach, storm drain medallions and oil disposal

education programs. Program may be achieved in person virtually, through e-learning and/or a hybrid, as well as independent coordination.

RECOGNITION PROGRAMS:

Task 13: Coordinate the Water Quality Flag program for students and community groups. CONSULTANT will provide water quality and stormwater management education. Recipients will create community and public service items relating to water quality. Costs for supplies ordered for this program are allowed as direct expenses. Program may be achieved in person, virtually, through e-learning and/or a hybrid.

Task 14: CONSULTANT will continue to develop the existing recognition program for businesses and schools that achieve significant accomplishments in waste reduction, increased recycling and energy efficiency. Eligible business entities should have completed an energy efficiency project that supports Cool DuPage.

Task 15: CONSULTANT will provide detailed metrics to the COUNTY prior to issuing recognition in either program. CONSULTANT will provide COUNTY with all pertinent contact information for participating organizations.

SUPPORT SERVICES - RESOURCE ROOM, SUPPLIES, AND COORDINATION:

Task 16: Stock and maintain a supply of brochures, pamphlets, activity booklets and posters in the Environmental Resource Room (concerning such topics as watershed, stormwater, soil erosion and BMP solutions for water quality issues) for the use of residents, teachers and local businesses. Online resources may also be available.

Task 17: Maintain and restock the loaner groundwater flow and watershed models for the use of teachers as well as an ongoing display at CONSULTANT'S facility and online.

Task 18: Social media posts that are completed pursuant to this Scope of Work, shall tag either @Cool DuPage on Twitter and Facebook or @DuPageSWM on Facebook and Instagram.

Task 19: Promote the use and availability of water quality and sustainability videos to teachers and community groups, both in person and virtually and/or through e-learning.

Task 20: Schedule the loaner models and media materials and replace as needed.

Task 21: Answer phone call questions and emails regarding watershed issues, native plants, green roofs, permeable pavements, rain barrels and composting.

Task 22: Purchase supplies for above tasks including CDs, DVDs, resource materials, student awards, publications, accessory supplies for the tours and models, online and virtual/e-learning needs and office supplies.

Task 23: CONSULTANT shall distribute COUNTY flyers, announce COUNTY events and programs in newsletters and on social media platforms with appropriate links to the DuPage County website and tags back to @Cool DuPage, @DuPageSWM or if directed, @DuPageCounty.

Task 24: Assist the COUNTY in the promotion of programs and environmental issues highlighted in the Ripples newsletter, Green Bulletin, Regional Office of Education, Chambers of Commerce and newspapers.

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract.

- Electronic copies, in a format approved by COUNTY staff, of brochures, handouts, activity manuals developed for all tasks detailed in Exhibit A: Scope of Work.

- Report summarizing activities, performed by the CONSULTANT, detailed in Exhibit A: Scope of Work. The report should cover activities performed between March 1 and February 29 whether ordered by this AGREEMENT or a previous agreement with the CONSULTANT. Where applicable, the report should include, at minimum: date and topic of presentations and number and description of attendees or participants. The report shall be received by the COUNTY on or before April 1 of the AGREEMENT period.

- Upon request, contact lists for attendees or participants of COUNTY-sponsored programs.

- The monthly invoices will list the projects and or community outreach and teacher programs completed during the billing periods.

- CONSULTANT will include all organizations working towards any of the three recognition programs, in monthly reports. Consultant will provide information to potential recognition recipients regarding C-PACE, Cool DuPage and other relevant resources.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Oct. 25, 2023

Bid/Contract/PO #: _____

Company Name: SCARCE	Company Contact: Kay McKeen, Founder and Executive Director
Contact Phone: 630-545-9710	Contact Email: kay@scarce.org

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

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

☑ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Kay McKeen,

Title Founder and Executive Director

Date October 25, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. **Page** _____ **of** _____ **(total number of pages)**

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

File #: SM-P-0066-23 **Agenda Date:** 11/7/2023 **Agenda #:** 20.I.

JOINT FUNDING AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND UNITED STATES DEPARTMENT OF THE INTERIOR - U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS

WHEREAS, the County of DuPage ("COUNTY") and the United States Department of the Interior Geological Survey ("USGS") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 et. seq., as authorized by Section 10, Article 7 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act encourage and provides for public agencies to cooperate and enter into agreements for their mutual benefits; and

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to enact and adopt stormwater plans and programs and to enter into agreements for the purposes of implementing such stormwater plans and programs (55 ILCS 5/5-1062.3 and 5/15001, et seq.; and

WHEREAS, the COUNTY needs to collect rainfall, flood discharge and elevation data to calibrate the hydrologic and hydraulic models for use in the Stormwater Management Program including watershed planning, floodplain mapping and project analysis; and

WHEREAS, the COUNTY in association with the USGS has developed a real-time flood simulation and warning system for Salt Creek and the East and West Branches of the DuPage River which require continued maintenance, updates and simulation; and

WHEREAS, the COUNTY has developed a forecasting and operation plan to maximize the flood damage reduction of existing stormwater projects on Salt Creek and the West Branch DuPage River and requires field verification, optimization, and enhancements of the computer program; and

WHEREAS, it is in the County's best interest to develop a procedure to disseminate, transfer, and analyze rainfall/flood forecast data and other critical stormwater information using the World Wide Web; and

WHEREAS, the COUNTY established a cooperative program for this purpose with the USGS in 1985, which program is continued annually; and

WHEREAS, the USGS, the source of cooperative funding for this undertaking, has submitted a joint funding agreement for continuation of this program. For the period of December 1, 2023 through November 30, 2024, the USGS shall contribute $167,600 and the COUNTY shall contribute $373,000; and

NOW, THEREFORE, BE IT RESOLVED, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and approved the attached agreement.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit electronic copies of this Resolution and a recorded copy of the attached AGREEMENT to the DuPage County Stormwater Management Department and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3458	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $373,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $373,000.00
	CURRENT TERM TOTAL COST: $373,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: United States Geological Survey	VENDOR #: 10896	DEPT: Stormwater Management	DEPT CONTACT NAME: Chris Vonnahme
VENDOR CONTACT: Terry Ortel	VENDOR CONTACT PHONE: 217-328-9756	DEPT CONTACT PHONE #: 630-407-6712	DEPT CONTACT EMAIL: chris.vonnahme@dupagecounty.gov
VENDOR CONTACT EMAIL: tortel@usgs.gov	VENDOR WEBSITE:	DEPT REQ #: 1600-2334	

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.).
A Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) is required for the advancement of our Stormwater Management Program for an amount not to exceed $373,000. The USGS will provide the following services as part of this JFA: 1) Maintain an existing USGS - DuPage County cooperative gage network of ten stream gages, three continuous stage gages, 31 precipitation gages, and one webcam. 2) Refinement of furnished hydrologic and hydraulic models for running in a near real-time continuous simulation system. 3) Update and enhance processes for real-time data acquisition, conversion and filling of missing data from multiple agencies for input to hydrologic and hydraulic models and to verify model results. 4) Support for FEQ and FEQUTL, and support for HSPF recalibration processes. 5) Develop, update, and maintain web pages for custom data display.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This Joint Funding Agreement is necessary to operate and maintain a stream flow and rainfall gage network in DuPage County as well as providing other related tasks and data which are essential in implementing and maintaining our Stormwater Management Program.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This Joint Funding Agreement is a cooperative agreement with a federal agency to provide services essential to the implementation of our stormwater management program.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends approval of the attached Joint Funding Agreement with the USGS to provide the above listed services from December 1, 2023 to November 30, 2024 for an amount not to exceed $373,000. The USGS will contribute $167,600 in cost sharing money through this federal cooperative program. At this time there are no other federal, state or local governments that could provide these services for this amount or within this time frame.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: United States Geological Survey	Vendor#: 10896	Dept: Stormwater Management	Division:
Attn: Terry Ortel	Email: tortel@usgs.gov	Attn: Chris Vonnahme	Email: chris.vonnahme@dupagecounty.gov
Address: 405 N. Goodwin Avenue	City: Urbana	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61801	State: IL	Zip: 60187
Phone: 217-328-9756	Fax: 217-328-9770	Phone: 630-407-6712	Fax:
Send Payments To:		*Ship to:*	
Vendor: United States Geological Survey	Vendor#: 10896	Dept: Stormwater Management	Division:
Attn: Terry Ortel	Email: tortel@usgs.gov	Attn: Chris Vonnahme	Email: chris.vonnahme@dupagecounty.gov
Address: 405 N. Goodwin Avenue	City: Urbana	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61801	State: IL	Zip: 60187
Phone: 217-328-9756	Fax: 217-328-9770	Phone: 630-407-6712	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

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		Joint Funding Agreement for Water Resource Investigations	FY24	1600	3000	53010		373,000.00	373,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 373,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI	ILLINOIS	IOWA
1400 Independence Rd. MS100	405 N. Goodwin Ave.	400 S. Clinton St. Rm 269
Rolla, MO 65401	Urbana, IL 61801	Iowa City, IA 52240

October 20, 2023

Mr. Chris Vonnahme, P.E., CFM
Deputy Director
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, IL 60187

Dear Mr. Vonnahme:

Attached is our standard joint-funding agreement for Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois, during the period December 1, 2023 through November 30, 2024 in the amount of $373,000 from your agency. U.S. Geological Survey contributions for this agreement are $167,600 for a combined total of $540,600. Please sign and return to Amy K. Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **December 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Terry Ortel by phone number (217) 328-9756 or email tortel@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or email at akwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

KELLY WARNER
Digitally signed by KELLY WARNER
Date: 2023.10.23 08:23:03 -05'00'

Kelly Warner
Deputy Director, Central Midwest WSC

Enclosure
24NEJFA007

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001312
Agreement #: 24NEJFA007
Project #: NE009KT
TIN #: 36-6006551

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the December 1, 2023, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the DuPage County Stormwater Management party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois** herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $167,600 by the party of the first part during the period December 1, 2023 to November 30, 2024

(b) $373,000 by the party of the second part during the period December 1, 2023 to November 30, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00.

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001312
Agreement #: 24NEJFA007
Project #: NE009KT
TIN #: 36-6006551

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Terry Ortel
Hydrologist
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9756
Fax: (217) 328-9770
Email: tortel@usgs.gov

Customer Technical Point of Contact

Name: Chris Vonnahme, P.E., CFM
Deputy Director
Address: 421 North County Farm Road
Wheaton, IL 60187
Telephone: (630) 407-6712
Fax:
Email: chris.vonnahme@dupageco.org

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov

Customer Billing Point of Contact

Name: Nickon Etminan
Buyer II
Address: 421 N. County Farm Rd.
Wheaton, IL 60187
Telephone:
Fax:
Email: nickon.etminan@dupageco.org

U.S. Geological Survey
United States
Department of Interior

Signature

By KELLY WARNER Digitally signed by KELLY WARNER Date: 2023.10.23 08:24:02 -05'00'

Name: Kelly Warner

Title: Acting Director, Central Midwest WSC

DuPage County Stormwater Management

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

DuPage County Stormwater Management

Attachment for 24NEJFA007
2023-12-01 to 2024-11-30

SURFACE WATER

SITE Collection Description	FUNDS USGS	COOP	TOTAL
05531015 SALT CREEK AT HIGGINS RD NR ELK GROVE VILLAGE, IL			
Stage, Continuous	$1,881	$4,049	**$5,930**
05531175 SALT CREEK AT WOOD DALE, IL			
Stage, Continuous	$1,881	$4,049	**$5,930**
05531300 SALT CREEK AT ELMHURST, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05531410 SALT CREEK AT 22ND STREET AT OAK BROOK, IL			
Stage, Continuous	$1,881	$4,049	**$5,930**
05533400 SAWMILL CREEK NEAR LEMONT, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05539900 WEST BRANCH DU PAGE RIVER NEAR WEST CHICAGO, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540060 KRESS CREEK AT WEST CHICAGO, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540130 WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540160 EAST BRANCH DU PAGE RIVER NEAR DOWNERS GROVE, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540195 ST. JOSEPH CREEK AT ROUTE 34 AT LISLE, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540228 EAST BRANCH DUPAGE RIVER AT SHORT ST AT LISLE, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540250 EAST BRANCH DU PAGE RIVER AT BOLINGBROOK, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
05540275 SPRING BROOK AT 87TH STREET NEAR NAPERVILLE, IL			
Full Range Streamflow Station	$4,928	$10,572	**$15,500**
Total:	**$54,923**	**$117,867**	**$172,790**

CLIMATE

SITE Collection Description	FUNDS USGS	COOP	TOTAL
05531300 SALT CREEK AT ELMHURST, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
05531410 SALT CREEK AT 22ND STREET AT OAK BROOK, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
05533400 SAWMILL CREEK NEAR LEMONT, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**

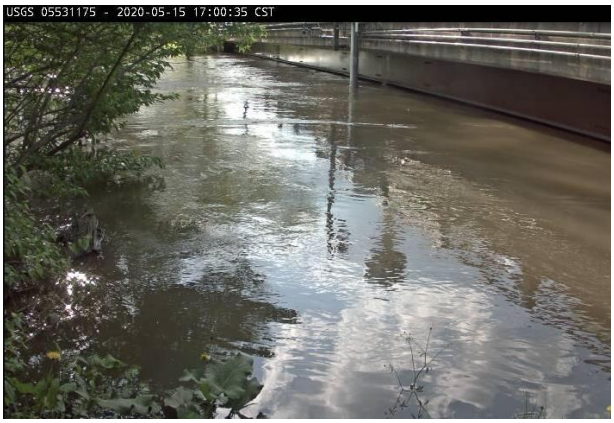
05540060 KRESS CREEK AT WEST CHICAGO, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
05540130 WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414158088095600 SPRING BROOK WWTF NR NAPERVILE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414306088042100 BOLINGBROOK WWTF AT BOLINGBROOK, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414411087575000 MARIENBROOK WWTF AT DARIEN, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414430088035600 WOODRIDGE WWTF AT WOODRIDGE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414613088091000 NAPERVILLE MUNICIPAL BUILDING AT NAPERVILLE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414652088133800 NAPERVILLE TOWNSHIP HWY DIVISION AT NAPERVILLE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414702088104801 RAIN GAGE AT NAPERVILLE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414826088044501 RAIN GAGE AT LISLE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
414903088101701 RAIN GAGE AT WB DUPAGE RIVER AT WARRENVILLE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415037087581700 OAK BROOK WELL AT OAK BROOK, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415125088045700 WHEATON SEWER DEPARTMENT AT WHEATON, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415131088143600 NATIONAL ACCELERATOR LAB NR WEST CHICAGO, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415300088054600 WHEATON WATER DEPARTMENT AT WHEATON, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415356087575000 ELMHURST QUARRY AT ELMHURST, IL			
Precipitation, Continuous	$1,099	$4,831	**$5,930**
415423088081500 CAROL STREAM WWTF AT CAROL STREAM, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415457088150600 DUPAGE COUNTY AIRPORT NEAR ST CHARLES IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415518087583000 ADDISON WWTF AT ADDISON, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415737088031100 SPRING CREEK RESERVOIR NEAR BLOOMINGDALE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415755087525300 OHARE AIRPORT AT CHICAGO, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415801088095700 BARTLETT WWTF NEAR BARTLETT, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
415817087591901 RAIN GAGE AT WOOD DALE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
420052088034200 SCHAUMBURG PUBLIC WORKS AT SCHAUMBURG, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**

420057088001700 BUSSE WOODS NEAR ELK GROVE VILLAGE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
420354088170500 ELGIN WATER TREATMENT FACILITY AT ELGIN, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
420453088043200 RAIN GAGE AT HARPER COLLEGE AT PALATINE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
420745088025901 RAIN GAGE AT SUNDLING JR HS AT PALATINE, IL			
Precipitation, Continuous	$1,099	$2,601	**$3,700**
	Total: $34,069	**$82,861**	**$116,930**

GRAND TOTAL: $289,720

A PROPOSAL SUBMITTED TO:
County of DuPage, Stormwater Management Department

Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois through November 2024



U.S. Geological Survey
Central Midwest Water Science Centers

USGS Contact: Terry Ortel, *tortel@usgs.gov*
Date: 09/22/2023

Flood-Simulation System Support for Salt Creek, East Branch DuPage River, and West Branch DuPage River in DuPage County, Illinois through November 2024

CENTRAL MIDWEST WATER SCIENCE CENTER

Summary

The Salt Creek, East Branch DuPage River, and West Branch DuPage River are small headwater watersheds in northeastern Illinois. A near real-time streamflow simulation system has been developed and is being tested and enhanced by the USGS Central Midwest Water Science Center (CMWSC) in cooperation with the DuPage County Stormwater Management Department (DPC-SMD) to evaluate different rainfall amounts and/or structure operation scenarios.

Background/Introduction

DuPage County, Illinois is highly urbanized and is one of five collar counties that border Chicago's Cook County in northeastern Illinois. The DuPage County Stormwater Management Department (DPC-SMD) selected continuous simulation and dynamic routing models for use in watershed analysis and floodplain mapping, instead of single-event steady-state models, so that the impacts of antecedent moisture on runoff volumes and peaks, non-uniform precipitation distributions, backwater, flood plain storage, and complex urban stream systems could be studied (County of DuPage, 2020). The County uses the Hydrologic Simulation Program – FORTRAN (HSPF) (U.S. Environmental Protection Agency, 2017) model for hydrologic modeling and the one-dimensional dynamic-wave model Full Equations (FEQ) (Franz, D.D., and Melching, C.S., 1997a) for hydraulic modeling and has developed models for the watersheds in the County.

The USGS CMWSC and DPC-SMD have continued a cooperative program that began in approximately 1985 to install and maintain a precipitation and streamflow gaging network. In 2022, the cooperative gaging network consisted of ten discharge sites (streamgages), two continuous stage sites, 29 tipping-bucket precipitation sites, and one Ott Pluvio precipitation gage site located throughout the county (fig 1). The DPC-SMD operates and maintains three

stage sites in the Salt Creek watershed at Irving Park Road, Elmhurst Quarry, and Harger Road; and one stage site in the West Branch DuPage River watershed at Fawell Dam.

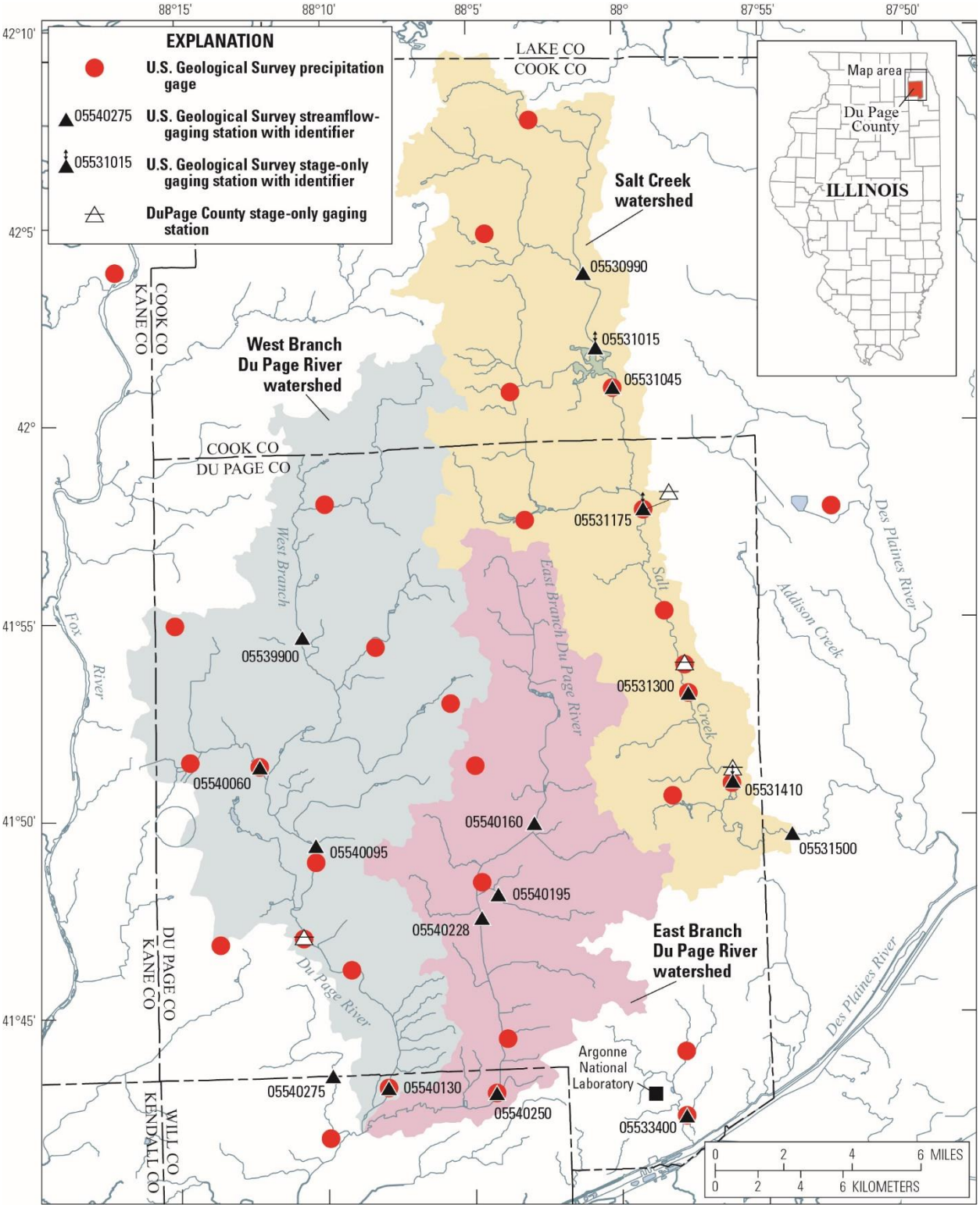


Figure 1. Salt Creek, East Branch DuPage River, and West Branch DuPage River watersheds in Northeastern, Illinois.

The USGS CMSWC in cooperation with DPC-SMD started development in approximately 1997 of a near real-time streamflow simulation system for the Salt Creek watershed to evaluate different rainfall amounts and/or hydraulic structure operation scenarios. The near real-time streamflow simulation system used existing HSPF and FEQ models furnished and used by DPC-SMD in watershed analysis and floodplain mapping studies. The models were modified for use in the simulation system, and programs were developed for retrieving and processing near real-time streamflow and precipitation data from the gaging network (Ortel and Martin, 2010; Bera, ScienceBase data releases), National Weather Service (NWS) Next Generation Radar (NEXRAD) Multisensor Precipitation Estimates (MPE) data (Bera and Ortel, 2018; Ortel and Spies, 2015), U.S. Department of Energy Argonne National Laboratory (ANL) meteorological data (Murphy, 2005; Murphy, 2006; Over and others, 2010; Bera, ScienceBase data releases), NWS precipitation and meteorological forecast data, and computation of potential evapotranspiration (PET) estimates (Murphy, 2005) using the retrieved meteorological data. The runoff time series generated by HSPF are input to the FEQ model for routing (Ishii and others, 1998). The GENeration and analysis of model simulation SCeNarios (GENSCN) module of the U.S. Environmental Protection Agency's Better Assessment Science Integrating Point and Non-point Sources (BASINS) (U.S. Environmental Protection Agency, 2017) system was utilized for data input, HSPF simulation, display of the meteorologic and hydrologic data, and for display and analysis of the observed and simulated stage and discharge hydrographs. The hydraulic model was also used to create a flood inundation map library for a 1.6 mile section of the Salt Creek (Soong and others, 2012).

The near real-time streamflow simulation system developed for the Salt Creek was applied to the West Branch DuPage River watershed in 2010 and the East Branch DuPage River watershed in 2018 by the USGS CMWSC in cooperation with the DPC-SMD. The Salt Creek watershed is 115 square miles to the downstream streamgage 05531500 (Salt Creek at Western Springs, IL) and contains several offline flood-control reservoirs whose operations can be optimized by using accurate estimates of the timing and elevation of flood peaks. The West Branch DuPage River watershed is 123 square miles to the downstream streamgage 05540130 (West Branch Du Page River near Naperville, IL) and contains one operable in-line dam. The East Branch DuPage River is 75.8 square miles to the downstream streamgage 05540250 (East Branch Du Page River at Bolingbrooke, IL) and does not have flood-control structures to help reduce flood damages from major storm events.

The USGS CMSWC in cooperation with DPC-SMD has supported and documented the FEQ model (Franz and Melching, 1997a; Franz and Melching, 1997b), applied it in verification studies (Ishii and Turner, 1996; Turner and others, 1996), and developed utility software for data input and review (Ancalle and others, 2017; Ern and others, 2019) from approximately 1996 to present. As part of the flood simulation system development, an FEQ output file of computed water surface elevations and flows has been reformatted for input and display in HEC-RAS software (Brunner, 2016). HEC-RAS can be used with RAS Mapper to create inundation maps of the streamflow-simulation system water-surface profiles from the FEQ simulations.

Problem

The highly urbanized land use in DuPage County combined with extreme hydrologic events such as high intensity or long duration rainfall can produce flooding that is a risk to life and property. In August 1987, extreme rainfall in the Chicago area flooded thousands of homes along the Des Plaines River and Salt Creek resulting in $78 million in damages and parts of Cook and DuPage Counties being declared disaster areas (McCoppin, 2007). Continued urban growth in DuPage County since 1987 and the construction of additional flood control structures and updated hydrologic and hydraulic models necessitates ongoing testing, updates, and enhancements for a near real-time flood simulation system that utilizes real-time and forecast data to evaluate forecast precipitation and hydraulic structure operation scenarios. Real-time precipitation and streamflow data are needed to monitor local conditions and for streamflow simulation. This will allow for the simulation results to be based on the most current conditions in the watershed using up-to-date hydrologic and hydraulic models.

Objectives and Scope

The USGS proposes to continue testing, updating, and enhancing flood-simulation systems for three watersheds in DuPage County according to the most current watershed conditions of Salt Creek, West Branch DuPage River, and East Branch DuPage River using updated hydrologic and hydraulic models and near real-time input data. The flood-simulation systems are comprised of furnished hydrologic (HSPF) and hydraulic (FEQ) models. The systems use real-time data from the USGS-DuPage County network streamgages, continuous stage gages, and precipitation gages. The system also utilizes NWS NEXRAD MPE precipitation data, NWS precipitation and meteorologic forecast data, and ANL meteorological data in the simulations. Furnished stream stage data at DuPage County gages are compared to simulation results.

Study objectives include:

1. Maintain an existing USGS-DuPage County cooperative gage network of ten streamgages, three continuous stage gages, 31 precipitation gages, and one co-located webcam.
2. Refinement of furnished hydrologic and hydraulic models for running in a near real-time continuous simulation system.
3. Update and enhance processes for real-time data acquisition, conversion, and filling of missing data from multiple agencies for input to hydrologic and hydraulic models and to verify model results.
4. Support for FEQ and FEQUTL, and support for HSPF recalibration processes.
5. Develop, update, and maintain web pages for custom data display.

Relevance and Benefits

The gage network and flood simulation system updates will allow DuPage County managers and decision makers to evaluate alternative scenarios of forecast precipitation amounts and/or hydraulic structure operations to better prepare and respond to flooding risks and potentially reduce stormwater damages. It will provide emergency responders with a tool to protect life and property, and emergency responders and public works will have better anticipation of road

closures, evacuation areas, routes of egress, and overall planning during flooding. U.S. Geological Survey water mission goals addressed by this study include addressing the anticipation and response to water-related emergencies (flooding), prediction of changes in the quantity of water resources in response to land use and management changes and contributing to the advancement of hydrologic monitoring networks and delivery of timely hydrologic data (Everson and others, 2013).

Approach

Five tasks will be completed to accomplish the objectives of this study. These tasks are: 1) network gage data collection and compilation, 2) model assessment and refinement, 3) near real-time scenario simulations, 4) hydraulic and hydrologic model updates and support, and 5) reporting. A general timeline for the completion of these tasks is provided in the Timeline and Budget section of this proposal.

Task 1: Network Gage Data Collection

The USGS and DuPage County will maintain a gage network consisting of ten streamgages, three continuous stage gages, and 31 precipitation gages (table 1). In 2024, the continuous stage gage and precipitation gage at Salt Creek at 22nd Street at Oak Brook, Illinois were added to this agreement. The gage data are critical for running forecast simulations in near real-time and for model calibration. The gage data are published according to USGS standards and provide water data for the nation. The USGS and DuPage County will maintain one webcam located at USGS streamgage 05531175, Salt Creek at Wood Dale, IL, to provide visual confirmation of stream stage at a critical location.

Station Number and Name	Gage Code
05531015 - SALT CREEK AT HIGGINS RD NR ELK GROVE VILLAGE, IL	STGCONT
05531175 - SALT CREEK AT WOOD DALE, IL	STGCONT
05531300 - SALT CREEK AT ELMHURST, IL	QCONT
05531300 - SALT CREEK AT ELMHURST, IL	PRECIPCONT
05531410 – SALT CREEK AT 22ND STREET AT OAK BROOK, IL	STGCONT
05531410 – SALT CREEK AT 22ND STREET AT OAK BROOK, IL	PRECIPCONT
05533400 - SAWMILL CREEK NEAR LEMONT, IL	QCONT
05533400 - SAWMILL CREEK NEAR LEMONT, IL	PRECIPCONT
05539900 - WEST BRANCH DU PAGE RIVER NEAR WEST CHICAGO, IL	QCONT
05540060 - KRESS CREEK AT WEST CHICAGO, IL	PRECIPCONT
05540060 - KRESS CREEK AT WEST CHICAGO, IL	QCONT
05540130 - WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL	QCONT
05540130 - WEST BRANCH DU PAGE RIVER NEAR NAPERVILLE, IL	PRECIPCONT
05540160 - EAST BRANCH DU PAGE RIVER NEAR DOWNERS GROVE, IL	QCONT
05540195 - ST. JOSEPH CREEK AT ROUTE 34 AT LISLE, IL	QCONT
05540228 – EAST BRANCH DU PAGE RIVER AT SHORT ST AT LISLE, IL	QCONT

05540250 - EAST BRANCH DU PAGE RIVER AT BOLINGBROOK, IL	QCONT
05540275 - SPRING BROOK AT 87TH STREET NEAR NAPERVILLE, IL	QCONT
414158088095600 - SPRING BROOK WWTF NR NAPERVILE, IL	PRECIPCONT
414306088042100 - BOLINGBROOK WWTF AT BOLINGBROOK, IL	PRECIPCONT
414411087575000 - MARIENBROOK WWTF AT DARIEN, IL	PRECIPCONT
414430088035600 - WOODRIDGE WWTF AT WOODRIDGE, IL	PRECIPCONT
414613088091000 - NAPERVILLE MUNICIPAL BUILDING AT NAPERVILLE, IL	PRECIPCONT
414652088133800 - NAPERVILLE TOWNSHIP HWY DIVISION AT NAPERVILLE, IL	PRECIPCONT
414702088104801 - RAIN GAGE AT NAPERVILLE, IL	PRECIPCONT
414826088044501 - RAIN GAGE AT LISLE, IL	PRECIPCONT
414903088101701 - RAIN GAGE AT WB DUPAGE RIVER AT WARRENVILLE, IL	PRECIPCONT
415037087581700 - OAK BROOK WELL AT OAK BROOK, IL	PRECIPCONT
415125088045700 - WHEATON SEWER DEPARTMENT AT WHEATON, IL	PRECIPCONT
415131088143600 - NATIONAL ACCELERATOR LAB NR WEST CHICAGO, IL	PRECIPCONT
415300088054600 - WHEATON WATER DEPARTMENT AT WHEATON, IL	PRECIPCONT
415356087575000 - ELMHURST QUARRY AT ELMHURST, IL	PRECIPCONT
415423088081500 - CAROL STREAM WWTF AT CAROL STREAM, IL	PRECIPCONT
415457088150600 - DUPAGE COUNTY AIRPORT NEAR ST CHARLES IL	PRECIPCONT
415518087583000 - ADDISON WWTF AT ADDISON, IL	PRECIPCONT
415737088031100 - SPRING CREEK RESERVOIR NEAR BLOOMINGDALE, IL	PRECIPCONT
415755087525300 - OHARE AIRPORT AT CHICAGO, IL	PRECIPCONT
415801088095700 - BARTLETT WWTF NEAR BARTLETT, IL	PRECIPCONT
415817087591901 - RAIN GAGE AT WOOD DALE, IL	PRECIPCONT
420052088034200 - SCHAUMBURG PUBLIC WORKS AT SCHAUMBURG, IL	PRECIPCONT
420057088001700 - BUSSE WOODS NEAR ELK GROVE VILLAGE, IL	PRECIPCONT
420354088170500 - ELGIN WATER TREATMENT FACILITY AT ELGIN, IL	PRECIPCONT
420453088043200 - RAIN GAGE AT HARPER COLLEGE AT PALATINE, IL	PRECIPCONT
420745088025901 - RAIN GAGE AT SUNDLING JR HS AT PALATINE, IL	PRECIPCONT

Table 1. Streamgages (QCONT), continuous stage gages (STGCONT), and precipitation gages (PRECIPCONT) in the USGS and the DuPage County – Stormwater Management Department cooperative program.

Task 2. Model Assessment and Refinement to Maintain Continuous Simulation

The hydrologic model continuous-simulation period spans multiple years; to reduce computer run times the hydrologic model initial conditions will be periodically moved forward in time to maintain a simulation time span of nine months or less. The start and end dates of the hydraulic model simulation will be moved forward in conjunction with the hydrologic model. The hydraulic model will be modified as needed by adding cross sections, changing baseflow, or changing the numerical solution parameters and/or coefficients to prevent numerical breakdowns during low flow periods or sudden changes in flow. The hydraulic model representations will be periodically reviewed to help determine causes for differences between simulated and observed

elevations and flows at streamgage sites. The hydraulic models will be updated to create output files that can be input to HEC-RAS and RASmapper for creating inundation surfaces.

Task 3. Conduct Near Real-Time Scenario Simulations

Programs to retrieve and process the near real-time data, run the hydrologic and hydraulic models, and create time-series graphs of the results at selected locations will be tested, updated, and enhanced. The USGS CMWSC will maintain a Local Data Manager (LDM) connection with the NWS to receive the NWS NEXRAD MPE data from the North Central River Forecast Center. Computer programs for processing DuPage County streamgage data and NWS NEXRAD MPE precipitation data will be maintained and updated as needed to process future changes in the retrieved data files. Separate scenario simulations will be run using precipitation gage data and NWS NEXRAD MPE data and the results compared between the two precipitation data sources. Hydraulic simulations using different upstream boundary conditions will be run and the results compared. The forecast simulation systems will be run daily using a scheduling program and the results will be reviewed two or more times per week by USGS CMWSC staff to check for data and simulation errors. Databases of the processed input data will be published according to USGS standards.

Task 4. Hydraulic and Hydrologic Model Support

Support for the FEQ (Franz, D.D., and Melching, C.S., 1997a) and FEQUTL (Franz, D.D, and Melching, C.S. 1997b) programs will be provided. Support provided will be limited in scope, for example answering questions on model application or providing existing support programs; support requiring an extensive time commitment may be conducted under separate agreement.

The computer programs and Graphical User Interface (GUI) to assist with HSPF recalibration due to land-use and precipitation changes using DPC-SMD hydrologic procedures will be updated based on user testing, and a user's manual will be written to document the GUI. The GUI is used to retrieve, process, review, and store the input data in a Watershed Data Management (WDM) database; edit and run HSPF model input files; and process and review the HSPF model results. The programs were initially developed to use a command-line interface. A GUI was added to assist users and gain efficiencies with editing configuration files, program execution, and results review. The programs and GUI used in the periodic recalibration of the HSPF model will be transferrable to other studies that use HSPF.

Task 5. Reporting

Processed data used in the hydrologic simulations will be published as annual updates to USGS ScienceBase data releases (Bera and Over, 2023; Bera, 2023a; Bera, 2023b). A user's manual for the DPC-SMD hydrologic-procedures GUI and programs will be published as an USGS OFR. The USGS CMWSC will maintain and update a public web page showing USGS precipitation gage totals and NWS NEXRAD data for reviewing precipitation amounts and spatial distribution. The USGS CMWSC will also maintain a restricted access web site for sharing results and processed data with DPC-SMD. The DPC-SMD maintains a public web page containing forecast discussions and recent simulation results for public dissemination.

Quality Assurance Plan

Quality assurance (QA) measures will be followed to ensure the completeness of the information communicated during the study. The QA objectives for the collection and communication of information will:

- Withstand scientific scrutiny
- Be obtained by methods appropriate for its intended use, and
- Be representative and of known completeness and comparability.

Data used in the modeling process will be derived from reliable host sources, including the USGS National Water Information System for precipitation, stage, and streamflow data, the U.S. Department of Energy ANL for meteorological data, and the NWS for forecast data. USGS streamflow and precipitation data will be collected and published as documented in Rantz (1982) and Office of Surface Water (OSW) Technical Memorandum 2017.10. All digital data and models will be reviewed by USGS personnel to ensure proper documentation and technical standards documented in OSW Technical Notes 2015.03 and recent OSW guidance for hydraulic modeling studies documented in OSW Technical Notes 2015.37 and 2016.25. The models, modeling results, and data releases will be archived in accordance with OSW Technical Memorandum 2015.01 (Model Archive Memo). Policies and procedures for archiving Surface-Water data and project information also provided in the Central Midwest Water Science Center data management plans. The project and project budget will be reviewed by USGS management on a quarterly basis to ensure project timelines are met.

Deliverables

USGS ScienceBase data releases will reflect annual updates for the Salt Creek database, West Branch DuPage River database, and Argonne National Laboratory meteorological database. Precipitation, stage, and streamgage data will be archived and available through the National Water Information System (NWIS) database. A user's manual for running the GUI to assist with HSPF calibration using DPC-SMD hydrologic procedures will be published.

Timeline and Budget

The columns in the timeline and the budget tables show the federal fiscal years running from October 1 through September 30 of the following year, and the period of this proposal covers the DuPage County fiscal year running from December 1 through November 30 of the following year. Thus, the proposal covers December 2023 in quarter 1 of federal fiscal year 2024 and October and November 2024 in quarter 1 of federal fiscal year 2025.

Task	FY2024				FY2025			
	Q1 (Dec)	**Q2** (Jan-Mar)	**Q3** (Apr-Jun)	**Q4** (Jul-Sep)	**Q1** (Oct-Nov)	**Q2**	**Q3**	**Q4**
Task 1: Network Gage Data Collection								
Task 2: Model Assessment and Refinement								
Task 3: Conduct Near Real-Time Scenario Simulations								
Task 4: Hydraulic and Hydrologic Model Support								
Task 5: Reporting								

The budget consists of $289,720 for the network gage data collection (task 1) and $250,880 for the model assessment and refinement, near real-time scenario simulations, hydraulic and hydrologic model support, and reporting (tasks 2-5).

	FY2024	**FY2025**	**Total**
DuPage County	$301,100	$71,900	$373,000
USGS Appropriations	$135,300	$32,300	$167,600
Total	$436,400	$104,200	$540,600

Personnel

Staff from the USGS CMWSC will work collaboratively with DuPage County Stormwater Management to meet the objectives of the proposed study.

GS-12 Hydrologist, GS-11 Data Scientist, GS-9 Hydrologist, and GS4/5 student contractor will support the near real-time simulation system and reporting with additional Hydrologists and Hydrologic Technician support to maintain the streamgage, continuous stage gage, and precipitation gage network.

References

Ancalle, D.S., Ancalle, P.J., Domanski, M.M., 2017, FEQinput—An editor for the full equations (FEQ) hydraulic modeling system, U.S. Geological Survey Fact Sheet 2017-3072, 4 p. (Also available at https://pubs.er.usgs.gov/publication/fs20173072)

Bera, M. and Over, T.M., Meteorological Database, Argonne National Laboratory, Illinois, U.S. Geological Survey ScienceBase, accessed September 11, 2023, at https://www.sciencebase.gov/catalog/item/57c986cee4b0f2f0cec15c51

Bera, M., Watershed Data Management (WDM) Database for West Branch DuPage River Streamflow Simulation, DuPage County, Illinois, U.S. Geological Survey ScienceBase, accessed September 11, 2023a, at https://www.sciencebase.gov/catalog/item/5a981babe4b06990606dda74

Bera, M., Watershed Data Management (WDM) Database for Salt Creek Streamflow Simulation, DuPage County, Illinois, U.S. Geological Survey ScienceBase, accessed September 11, 2023b, at https://www.sciencebase.gov/catalog/item/580fad83e4b0f497e79600fa

Bera, M., and Ortel, T.W., 2018, Processing of next generation weather radar-multisensor precipitation estimates and quantitative precipitation forecast data for the DuPage County streamflow simulation system, U.S. Geological Survey Open-File Report 2017-1159, 15 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20171159)

Brunner, G.W., 2016, Hydrologic Modeling System HEC-RAS User's Manual, Version 5.0: U.S. Army Corps of Engineers, Hydrologic Engineering Center: Davis, CA, 962 p. (Also available at https://www.hec.usace.army.mil/software/hec-ras/documentation/HEC-RAS%205.0%20Users%20Manual.pdf)

County of DuPage, DuPage County's Watershed Modeling and Mapping Methodology, accessed September 1, 2020, at https://www.dupageco.org/EDP/Stormwater_Management/1225/

Ern., J.L., Ortel, T.W., Ishii, A.L., Bera, B., 2019, Full Equations Model Graphical Data Inspector (FEQ–GDI) User Guide, U.S. Geological Survey Open-File Report 2019-1113, 11 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20191113)

Evenson, E.J., Orndorff, R.C., Blome, C.D., Böhlke, J.K., Hershberger, P.K., Langenheim, V.E., McCabe, G.J., Morlock, S.E., Reeves, H.W., Verdin, J.P., Weyers, H.S., and Wood, T.M., 2013, U.S. Geological Survey water science strategy—Observing, understanding, predicting, and delivering water science to the Nation: U.S. Geological Survey Circular 1383–G, 49 p.

Franz, D.D., and Melching, C.S., 1997a, Full Equations (FEQ) model for the solution of the full, dynamic equations of motion for one-dimensional unsteady flow in open channels and through control structures, U.S. Geological Survey Water-Resources Investigations Report 96-4240, 258 p. (Also available at https://pubs.er.usgs.gov/publication/wri964240)

Franz, D.D., and Melching, C.S., 1997b, Full equations utilities (FEQUTL) model for the approximation of hydraulic characteristics of open channels and control structures during

unsteady flow, U.S. Geological Survey Water-Resources Investigations Report 97-4037, 205 p. (Also available at https://pubs.er.usgs.gov/publication/wri974037)

Ishii, A.L, and Turner, M.J., 1996, Verification of a one-dimensional, unsteady-flow model for the Fox River in Illinois, U.S. Geological Survey Water Supply Paper 2477, 65 p. (Also available at https://pubs.er.usgs.gov/publication/wsp2477)

Ishii, A.L.,Charlton, T.J., Ortel,T.W., and Vonnahme, C.C., 1998, Operational modeling system with dynamic-wave routing, ASCE Proceedings of the 1998 25th Annual Conference on Water Resources Planning and Management, pp. 147-152

McCoppin, R., 2007, Take heart, flood of 1987 was much worse, Daily Herald, Chicago, accessed September 3, 2020, at http://prev.dailyherald.com/story/?id=25160

Murphy, E.A., 2005, Comparison of potential evapotranspiration calculated by the LXPET (Lamoreux Potential Evapotranspiration) Program and by the WDMUtil (Watershed Data Management Utility) Program, U.S. Geological Survey Open-File Report 2005-1020, 20 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20051020)

Murphy, E.A., 2006, Watershed Data Management (WDM) Database for Salt Creek Streamflow Simulation, DuPage County, Illinois, U.S. Geological Survey Open-File Report 2006-1248, 34 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20061248)

Ortel, T.W., and Martin, A.M.Jr., 2010, User's guide for MAGIC-Meteorologic and hydrologic genscn (generate scenarios) input converter, U.S. Geological Survey Open-File Report 2010-1221, 10 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20101221)

Ortel, T.W., and Spies, R.R., 2015, NEXRAD quantitative precipitation estimates, data acquisition, and processing for the DuPage County, Illinois, streamflow-simulation modeling system, U.S. Geological Survey Fact Sheet 2015-3076, 2 p. (Also available at https://pubs.er.usgs.gov/publication/fs20153076)

Over, T.M., Price, T.H., and Ishii, A.L., 2010, Development and analysis of a meteorological database, Argonne National Laboratory, Illinois, U.S. Geological Survey Open-File Report 2010-1220, 23 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20101220)

Rantz, S.E., 1982, Measurement and Computation of Streamflow, U.S. Geological Survey Water Supply Paper 2175 (Also available at https://doi.org/10.3133/wsp2175)

Soong, D.T., Murphy, E.A., and Sharpe, J.B., 2012, Flood-Inundation Maps for a 1.6-Mile Reach of Salt Creek, Wood Dale, Illinois, U.S. Geological Survey Scientific Investigations Map 3185, 8 p. (Also available at https://pubs.er.usgs.gov/publication/sim3185)

Spies, R.R., Over, T.M., and Ortel, T.W., 2018, Comparison of NEXRAD multisensor precipitation estimates to rain gage observations in and near DuPage County, Illinois, 2002–12, U.S. Geological Survey Open-File Report 2018-1061, 30 p. (Also available at https://pubs.er.usgs.gov/publication/ofr20181061)

Turner, M.J., Pulokas, A.P., and Ishii, A.L., 1996, Implementation and verification of a one-dimensional, unsteady-flow model for Spring Brook near Warrenville, Illinois, U.S.

Geological Survey Water Supply Paper 2455, 35 p. (Also available at https://pubs.er.usgs.gov/publication/wsp2455)

U.S. Environmental Protection Agency, 2017, BASINS 4.1.1 (Better Assessment Science Integrating point and Non-point Sources) Modeling Framework, National Exposure Research Laboratory, RTP, North Carolina, accessed August 20, 2020, at https://19january2017snapshot.epa.gov/exposure-assessment-models/basins-download-and-installation_.html

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

File #: TE-R-0045-23 **Agenda Date:** 11/7/2023 **Agenda #:** 22.A.

RESOLUTION
TO ADOPT THE
DU PAGE COUNTY INFORMATION TECHNOLOGY
TECHNOLOGY RESOURCES ACCEPTABLE USE POLICY

WHEREAS, it is the practice of the DuPage County Board to provide employees with written policy; and

WHEREAS, it is necessary to create and distribute guidelines for the Technology Resources Acceptable Use Policy to employees under County Board jurisdiction; and

WHEREAS, it is the responsibility of the Information Technology Department to maintain and distribute these policies.

NOW, THEREFORE, BE IT RESOLVED, that the attachment to this resolution be approved and adopted by all departments under the jurisdiction of the County Board.

Enacted and approved this 14th day of November, 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Policy 8.1	Technology Resources Acceptable Use		
Effective Date: 2/28/12 *Last Amended Date:* 11/xx/2023	*Applicable Law/Statute:* None	*Source Doc/Dept.:* None/IT	*Authorizing I.C. Sec:* None

TECHNOLOGY RESOURCES ACCEPTABLE USE 8.1

POLICY

DuPage County's policy is to provide employees with technology resources necessary to support our goals and objectives. This policy pertains to all technology-related equipment, hardware, and software, including, but not limited to County-owned, leased, or licensed desktop and laptop computers, tablets, telephones, cell phones, copy machines, fax machines, computer systems, e-mail, other messaging software, Intranet, and Internet services, tools, and supplies.

ELIGIBILITY

• All employees, volunteers, or contractors under County Board Jurisdiction, regardless of employment status. An employee is any person hired or is subject to termination by either (1) the County Board; or (2) a Countywide Elected Official who has adopted this policy on behalf of their offices.

GUIDELINES

A. The use of County technology resources are intended primarily for County business use; however, incidental and occasional use of these systems for non-work purposes may be permitted at the discretion of the Department Head. This use is permitted at the discretion of the Department Head under the following conditions:

1. Must not result in direct costs, cause legal action against, or negatively impact the County.
2. Must not interfere with the performance of work duties.
3. Must not cause a noticeable impact or change to operational infrastructure systems, noticeably consume resources, incur support, or otherwise adversely impact the functioning of essential operations.
4. DuPage County reserves the right to monitor personal use to ensure compliance with all policies and to determine whether or not it is considered “Incidental Use” at the County’s sole discretion.

B. County employees shall have no expectation of privacy regarding their use of County technology resources. The County reserves the right to access any and all information, including files and e-mail stored on the County network or any County equipment. For the protection of the County and workforce members, the County at any time may examine DuPage County technology or information resources or intercept, monitor, review, and share data with authorized personnel and law enforcement (if necessary). Users are reminded that even deleted information may also be retrieved.

C. All County employees are expected to conduct themselves honestly and appropriately when using County technology resources. In doing so, employees are expected to respect any laws, including the Freedom of Information Act, copyrights, software licensing rules, property rights and the privacy of others. The County's computer system must not be used to download, upload, or otherwise handle illegal and/or unauthorized copyrighted content. Examples of this include:

1. Copying and sharing images, music, movies, or other copyrighted material using P2P (peer to peer) file sharing or unlicensed CDs and DVDs.
2. Posting or plagiarizing copyrighted material.
3. Downloading copyrighted files which employee has not already legally procured.
4. Software without a valid license or from an unapproved source.

D. Employees are expected to exercise good judgment regarding appropriate use of County technology resources and equipment and adhere to any safety guidelines related to a piece of equipment.

E. Employees are expected to limit the use of personal electronic devices and other personal equipment for non-work-related purposes during working hours. Any limited use will be at the discretion of the Department Head.

F. Employees may not blog, or use other forms of commonly known social media or technology, using County equipment on the Internet/Intranet during their designated work schedule unless specifically authorized by the Department Head as part of the employee's position. DuPage County reserves the right to discontinue employee access to County equipment if an employee is found to have posted content that is deemed inappropriate including, but not limited to, content which:

1. Violates any laws.
2. Is libelous or may be construed as harassment (Personnel Policy 6C: Harassment).
3. Violates any County policies, rules, standards, or requirements, including, but not limited to, the County's Ethics Ordinance and Personnel Policy 6H: Employment Ethics.
4. Is adverse to the reputation, interests, or business relationships of DuPage County.

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G. Instant Messaging, defined as online chat that offers real-time text transmission over the internet, is allowed for County business communications only. Employees should recognize that Instant Messaging is an unsecure method of communication and should take necessary steps to follow guidelines on disclosing confidential data.

H. Employees may not remove County equipment from the location where the equipment is assigned, with the exception of cellular devices, equipment installed in vehicles, or equipment intended to be used in the field unless otherwise authorized by the Department Head and Information Technology. Once approved, Information Technology must be notified in order to update their records. Upon separation, all technology resources must be returned to the Information Technology department.

I. County employees shall not install, remove, or otherwise modify any hardware or software without written approval of their Department Head and IT Department.

J. Employees will be issued one desktop or laptop for their use. Employees will not be allowed multiple desktops or laptops for their sole use unless authorized by their Department Head and the CIO. Kiosks or computers for use by multiple employees are exempt from this requirement.

K. Employees are responsible for ensuring the protection and security of assigned County technology resources. Technology resources must be secured when not in use. Missing equipment must be reported to the Department Head, Security Department, and Information Technology Department immediately.

1. Laptop locks and cables must be used to secure laptops when in a non-secured area.
2. Mobile devices must be kept out of sight when not in use.
3. Care must be given when using or transporting devices in busy areas.
4. As a general rule, mobile devices must not be stored in cars. If the situation leaves no other viable alternatives, the device must be stored in the trunk, with the interior trunk release locked; or in a lockable compartment such as a glove box.
5. The County may use remote wipe/remote delete technology. This technology allows a user or administrator to make the data on the mobile device unrecoverable.

NETWORK USE GUIDELINES

A. The DuPage County Information Technology department shall be the sole provider of designs, specifications, operations, maintenance, and management of all network infrastructure and equipment including, but not limited to, switches, routers, firewalls, wireless access points and the wired/wireless local area network, with the exception of departments that have their own network staff.

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B. With the exception of the IT Department, and other employees approved by their Department Head or Elected Official and the CIO, no Employee shall be granted administrative rights to any Network equipment.

C. Remote access to the County systems shall only be allowed via County approved software and hardware. Remote access systems are to be used in the same manner as computer systems within the County offices and are subject to the same policies. Employees shall ensure reasonable physical security is maintained for the computing systems used for remote access.

D. Non-County provided equipment is expressly prohibited on the County's network.

COMPUTER USE GUIDELINES

A. Employees will safeguard login identifications and passwords. Any suspected password compromise will be reported immediately to the IT Department. Password and access information may not be recorded, shared, or given to anyone other than the Employee.

B. No Employee shall allow non-County IT Staff to assume unsupervised control of a computer or application to which you have logged in with your username.

C. All Employees are responsible for logging out of or locking their workstation before they leave the office/desk unattended so that unauthorized persons cannot see, read, or take/copy confidential data. Contact the IT Department for procedures concerning the automatic locking of workstations.

D. No Employee shall be granted a primary login with administrative rights to their workstation, except as approved by their Department Head or Elected Official and the CIO.

E. No personal data shall be stored on County Servers. This includes, but is not limited to, documents, pictures, music, and video files. Information Technology reserves the right to remove any personal documents, pictures, music, or video files without warning. Findings shall be reported to the employee's supervisor.

F. No confidential data shall be stored on any local or removable media devices that are not encrypted with County approved encryption software.

G. Data stored locally on desktops and laptops is not backed up by the IT Department. No County business-related data shall be stored on any local hard drives. The IT Department will provide training to ensure that data is being stored in the correct location.

H. No County data shall be sent using personal or non-County provided email.

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I. No County data shall be shared using non-County provided storage unless required by an outside vendor and with the approval of the Department Head or Elected Official.

J. Employees are prohibited from modifying County-owned technology without approval from their Department Head and the IT Department, or an Elected Official. Modifications that could impact the County network, desktop computing devices, and other computer systems are strictly prohibited. The modifications include, but are not limited to, software installation and configuration changes. Installation of non-business-related software is prohibited.

K. The Internet is a network of interconnected computers over which the County has very little control. Employees should recognize this when using the Internet and understand that it is a public domain and he or she can come into contact with information, even inadvertently, that he or she may find offensive, sexually explicit, or inappropriate. Employees must use the Internet at their own risk. The County is not responsible for any information Employees view, read, or download from the Internet. The County may use software to filter offensive, sexually explicit, inappropriate, or non-business-related sites.

L. Streaming media can use a great deal of network resources and thus must be used carefully. Streaming media, such as internet radio stations or internet videos, is allowed for job-related functions only.

M. Excessive use, as defined by the IT department, of County bandwidth or other computer resources is not permitted. Large file downloads or other bandwidth-intensive tasks that may degrade network capacity or performance must be performed during times of low County-wide usage. If contacted by the IT department with regards to the excessive use of bandwidth employees will follow the instructions of the IT department.

N. Using County-owned or County-provided computer systems to circumvent any security systems, authentication systems, user-based systems, or escalating privileges is expressly prohibited. Knowingly taking any actions to bypass or circumvent security is expressly prohibited.

O. No County-owned or County-provided computer systems may be knowingly used for activities that are considered illegal under local, state, federal, or international law. Such actions include, but are not limited to, the following:

1. Unauthorized port scanning, defined as systematically scanning a computer's ports.
2. Unauthorized network hacking, defined as any technical effort to manipulate the normal behavior of network connections and connected systems.
3. Unauthorized packet sniffing, defined as the act of capturing packets of data flowing across a computer network.
4. Unauthorized packet spoofing, defined as creating internet protocol packets with a false source IP address.

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5. Unauthorized Denial of Services, defined as a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users.
6. Unauthorized wireless hacking, defined as accessing wireless networks by defeating the security devices within that wireless network.
7. Any act that may be considered an attempt to gain unauthorized access to or escalate privileges on a computer or other electronic system.
8. Acts of Terrorism.
9. Identity Theft, defined as the fraudulent acquisition and/or use of a person's private identifying information.
10. Spying.
11. Downloading, storing, or distributing violent, perverse, obscene, lewd, or offensive material as deemed by applicable statutes, except as authorized by a Department Head or Elected Official for the purpose of County business, e.g. criminal case investigations.
12. Downloading, storing, or distributing copyrighted material without proper licensing.

The County will take all necessary steps to report and prosecute any violations of this policy.

EMAIL USE GUIDELINES

A. County employees shall identify themselves accurately and completely when corresponding with others by means of telephone, e-mail, Intranet, or Internet and shall not send any unsolicited mass e-mails or e-mails used for solicitation purposes with the exception of County-supported charities.

B. Email accounts will be set up for each Employee determined to have a business need to send and receive County email. Accounts will be set up at the time a new Employee starts with the County or when a promotion or change in work responsibilities for an existing Employee creates the need to send and receive mail.

C. When an Employee leaves the County or their email access is officially terminated for another reason, the IT Department will disable the Employee's access to the account by password change or by disabling the account. If necessary, and at the request of the Department, the IT Department will either provide access to the former Employee's account to another Employee or will forward the emails sent to that account to another Employee. An Out of Office response should be set up to notify any senders that the County no longer employs the Employee.

D. No less than sixty (60) days after an Employee terminates employment with the County, the email account will be unlicensed and hidden in the system. Email will be removed from the system per the email retention policy. It is the responsibility of the Employee's Department Head or Elected Official or their designee to remove any Records per the State of Illinois Records Retention Act, or other applicable laws or statutes, from the email system and store them in another location. If the email account needs to be

retained longer than sixty days, the Department Head or Elected Official, or their designee, must notify the IT Department in writing.

E. Employees must use the County email system for all County business-related emails. Employees are prohibited from sending County business emails from a non-County provided email account.

F. When using a County email account, email must be addressed and sent carefully. Employees should keep in mind that the County loses any control of email once it is sent externally to the County network. Employees must take extreme care when typing in email addresses, particularly when email auto-complete features are enabled, using the "reply all" function, or using distribution lists to avoid inadvertent information disclosure to unintended recipients. Careful use of email will help the County avoid unintentional disclosure of private, sensitive, or non-public information.

G. Retrieval, interception, or reading of an email or other electronic messages not addressed to the Employee, unless expressly authorized by the Department Head or by the message's original recipient, is prohibited.

H. Limited Personal usage of the County email systems is permitted at the discretion of the Department Head, Chief Administrative Officer, or Elected Official as long as such usage does not negatively impact the County computer network and/or such usage does not negatively impact the employee's job performance. Conducting non-County related business emails from a County email account is prohibited.

I. The County email systems shall never be used for: spamming, harassment, issuing threats, solicitations, chain letters, or pyramid schemes. This list is not exhaustive but is included to provide a frame of reference for types of activities that are prohibited.

J. The County makes the distinction between the sending of mass emails and the sending of unsolicited emails (SPAM). Mass emails may be useful and are allowed as the situation dictates. Sending of SPAM emails is strictly prohibited. Mass emails must have the following characteristics. Emails sent to County employees or persons who have already inquired about the County's services are exempt from the below requirements.

1. The email must contain instructions on how to unsubscribe from receiving future emails. Unsubscribe requests must be honored immediately.
2. The email must contain a subject line relevant to the content.
3. The email must contain contact information, including the physical address of the sender.
4. The email must not contain intentionally misleading information. This excludes emails generated by the Information Technology department for the purposes of security training.

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K. Employees are prohibited from forging email header information or attempting to impersonate another person using the County Email system.

L. Email is an unsecured method of communication and thus, information that is considered confidential, Personally Identifiable Information, or HIPAA information may not be sent via email, regardless of the recipient, without proper encryption.

M. It is County policy not to open email attachments from unknown senders, or when such attachments are unexpected. Suspicious emails or attachments should be forwarded to IT Security Department for review.

N. Email systems were not designed to transfer large files, and as such, emails should not contain attachments of excessive file size.

O. The County uses email as an important communication medium for County business operations. Employees who use the County email system are expected to check and respond to emails consistently and promptly during business hours. Email content reflects on the County and must be professional and courteous.

P. Email signatures (contact information at the bottom of each email) must be used for emails sent externally and should be used for emails sent to other employees within the County email system. Employees must keep signatures professional in nature. At a minimum, the signature must identify the County, the sender's name, and their Department.

Q. The County requires the use of an Out of Office message if the employee will be out of the office for the entire business day or more. The message should notify the sender that the employee is out of the office and who the sender should contact if immediate assistance is required.

R. Employees should be advised that the County owns and maintains all legal rights to its email system and network, and thus any email passing through these systems is owned by the County, and it may be subject to use for purposes not anticipated by the employee. Email may be backed up, copied, retained, or used for legal, disciplinary, or other reasons. Additionally, emails sent to or from the County may be considered public record and, therefore, subject to the Freedom of Information Act (5 ILCS 140/1 et seq.).

S. Accessing the County's email system from a non-County device without the permission of an Employee's supervisor is prohibited. If the County provides the Employee a smartphone, then permission is implied.

T. The County requires the use of email disclaimers and attaches email disclaimers on every original outgoing external email sent from County Board Departments. An email disclaimer is appended to the bottom of outgoing email messages and is intended to

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notify recipients of any limitations on the email content. For example, that content may be subject to public inspection as part of the Freedom of Information Act.

U. Emails that are or may be constituted as "Records" per the State of Illinois Records Retention Act must be retained as per the regulations in that act. Each Department's Application for Authority determines what constitutes a Record to dispose of local records. These records should be retained outside of the email system.

V. Employees are encouraged to delete non-record emails periodically when the email is no longer needed for business purposes, however, Employees are strictly prohibited from deleting an email in an attempt to hide a violation of this or another County policy, or where the deleted email is a "record" as defined by the Illinois Record Retention Act. Email must not be deleted when there is an active investigation or litigation where that email may be relevant.

CELLPHONE AND WIRELESS DEVICE USE

The County will provide cellphones to employees where an employee is required, at the sole discretion of the Department Head, to have a cellphone to conduct County business. Any cellphone equipment provided will be limited to equipment that is provided at minimal cost by the current contracted wireless carrier. Exceptions will be made on a case-by-case basis and only if a special accommodation is needed. The following guidelines apply to all devices used to access the County's e-mail system.

A. Employees shall not download and/or save sensitive, confidential, or inappropriate information to their wireless devices unless the devices are encrypted with County approved encryption software and/or are password protected.

B. Employees are responsible for locking and securing their wireless devices. Please contact the IT Department for procedures regarding securing wireless devices.

C. All wireless devices that access the County's e-mail system must have the ability to be disabled remotely.

D. Installation of non-business-related applications or software that results in any cost to the County is prohibited.

E. Lost phones must be reported immediately to the Department Head or Elected Official, Security Office, and the IT Department.

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SECURITY AWARENESS

Technology and information resource users are required to complete the mandatory security training and are requested to review any additional material when made available. At a minimum, this will occur at hire and annually thereafter.

Inappropriate use of County-owned equipment may result in disciplinary action, not to exclude termination. (Personnel Policy 10.1: Disciplinary Guidelines)

REPORTING OF A SECURITY INCIDENT

If a security incident or breach of any security policies is discovered or suspected, the Employee must immediately notify his or her Department Manager or Elected Official, the Security Department and/or the CIO or their representatives. Employees must treat a suspected security incident as confidential information. Employees must not withhold information relating to a security incident or interfere with an investigation. Incidents which require notification are:

A. Suspected compromise of login credentials (username, passwords, etc.).

B. Suspected virus/malware/Trojan infection.

C. Loss or theft of any device that contains County information.

D. Loss or theft of ID badge or keycard.

E. Any attempt by any person to obtain the user's password over the telephone or by email.

F. Any other suspicious event that may impact the County's information security.

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Policy 8.1	Technology Resources Acceptable Use ~~Use~~		
Effective Date: 2/28/12 *Last Amended Date:* ~~09/22/2016~~11/xx/2023	*Applicable Law/Statute:* None	*Source Doc/Dept.:* None/IT	*Authorizing I.C. Sec:* None

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TECHNOLOGY RESOURCES ACCEPTABLE USE 8.1

POLICY

DuPage County's policy is to provide employees with technology resources ~~It is the policy of DuPage County to provide employees with technology resources that are~~ necessary to support our goals and objectives. This policy pertains to all technology-related equipment, hardware, and software, including, ~~but~~ but not limited to ~~:~~ County-owned, leased, or licensed desktop and laptop computers, tablets, telephones, cell phones, copy machines, fax machines, computer systems, e-mail, ~~and messaging~~other messaging software, Intranet, and Internet services, tools, and supplies.

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- All employees, volunteers, or contractors under County Board Jurisdiction, regardless of employment status. ~~-~~An employee is any person hired~~,~~ or is subject to termination by either~~:~~ (1) the County Board; or (2) a Countywide Elected Official who has adopted this policy on behalf of ~~within~~ their offices.

GUIDELINES

A. The use of County technology resources are intended primarily for County business use~~, however~~; however, incidental and occasional use of these systems for non-work purposes ~~that does not result in a negative budgetary or performance impact~~ ~~-~~may be permitted at the discretion of the Department Head. This use is permitted at the discretion of the Department Head under the following conditions:

1. Must not result in direct costs, cause ~~of~~ legal action against, or negatively impact the County ~~cause embarrassment to the County~~.~~.~~
2. Must not interfere with the performance of work duties.
3. Must not cause a noticeable impact or change to operational infrastructure systems, noticeabl~~e~~y consume resources, incur support, or otherwise adversely impact the functioning of essential operations.

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All County employees are expected to conduct themselves honestly and appropriately when using County technology resources. In doing so, employees are expected to respect any laws, including the Freedom of Information Act, copyrights, software licensing rules, property rights and the privacy of others. The County's computer system must not be used to download, upload, or otherwise handle illegal and/or unauthorized copyrighted content. Examples of this include:

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1. Copying and sharing images, music, movies, or other copyrighted material using P2P (peer to peer) file sharing or unlicensed CD's and DVD's.;
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4. Software without a valid license or from an unapproved source.

C.4.

D. Employees are expected to exercise good judgment regarding appropriate use of County technology resources and equipment, andequipment and adhere to any safety guidelines related to a piece of equipment.

E. County employees shall identify themselves accurately and completely when corresponding with others by means of telephone, e-mail, Intranet or Internet and shall not send any unsolicited mass e-mails or e-mails used for solicitation purposes with the exception of County-supported charities. At no time may County e-mail be used in a manner which gives the impression that the County has authorized an otherwise personal communication.

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~~F.~~E. Employees are expected to limit the use of personal electronic devices ~~phones, pagers, PDA devices, MP3 players,~~ and other personal equipment for non-~~work related~~work-related purposes during working hours. Any limited use will be at the discretion of the Department Head.

~~G.~~F. Employees may not blog, or use other forms of commonly known social media or technology, using County equipment on the Internet/Intranet during their designated work schedule unless specifically authorized by the Department Head as part of the employee's position. ~~Blogging or other forms of social media or technology include, but are not limited to, social networks, online dating, video, wiki postings, personal blogs, or other similar forms of online journals, diaries, and personal newsletters not affiliated with DuPage County. DuPage County reserves the right to monitor employee use of County equipment, blogs, and other social media. Employees shall have no expectation of privacy with regard to the use of any County equipment or content that they post. In addition,~~ DuPage County reserves the right to discontinue employee access to County equipment~~,~~ ~~require~~ if an employee is found to have ~~employees to remove or stop~~ posted~~ing~~ content that is deemed inappropriate including, but not limited to, content which:

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~~H. Employees may not take County Equipment home, unless otherwise authorized by the Department Head.~~

I. County employees shall not install, remove, or otherwise modify any hardware or software without written approval of their Department Head and IT Department.

J. Employees will be issued one desktop or laptop for their use. Employees will not be allowed multiple desktops or laptops for their sole use unless authorized by their Department Head and the CIO~~IT Department~~. Kiosks or computers for use by multiple employees are exempt from this requirement.

K. Employees are responsible for ensuring the protection and security of assigned County technology resources. Technology resources must be secured when not in use. Missing equipment must be reported to the Department Head, Security Department, and Information Technology Department immediately.

1. Laptop locks and cables must~~should~~ be used to secure laptops when in a non-secured area.
2. Mobile devices must~~should~~ be kept out of sight when not in use.
3. Care must~~should~~ be given when using or transporting devices in busy areas.
4. As a general rule, mobile devices must not be stored in cars. If the situation leaves no other viable alternatives, the device must be stored in the trunk, with the interior trunk release locked; or in a lockable compartment such as a glove box.
5. The County may use remote wipe/remote delete technology. This technology allows a user or administrator to make the data on the mobile device unrecoverable.

NETWORK USE GUIDELINES

~~A.~~ The DuPage County Information Technology department shall be the sole provider of designs, specifications, operations, maintenance, and management of all network infrastructure and equipment including, but not limited to, switches, routers, firewalls, wireless access points and the wired/wireless local area network, with the exception of departments that have their own network staff.

A.

B. With the exception of the IT Department, and other employees approved by their Department Head or Elected Official and the CIO, no Employee shall be granted administrative rights to any Network equipment.

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C. Remote access to the County systems shall only be allowed via County approved software and hardware. Remote access systems are to be used in the same manner as computer systems within the County offices and are subject to the same policies. Employees shall ensure reasonable physical security is maintained for the computing systems used for remote access.

D. Non-County provided equipment is expressly prohibited on the County's network.
~~C.~~

COMPUTER USE GUIDELINES

A. Employees will safeguard login identifications and passwords. Any suspected password compromise will be reported immediately to the IT Department. Password and access information may not be recorded, shared, or given to anyone other than the Employee.

~~A.~~B. No Employee shall allow non-County IT Staff to assume unsupervised control of a computer or application to which you have logged in with your username~~in~~.

~~B.~~C. All Employees are responsible for logging out of or locking their workstation before they leave the office/desk unattended so that unauthorized persons cannot see, read, or take/copy confidential data. Contact the IT Department for procedures concerning the automatic locking of workstations.

~~C.~~D. ~~With the exception of the IT Department, and other employees approved by their Department Head and the CIO, N~~~~n~~No Employee~~s~~ shall be granted a primary login with administrative rights to their workstation, except as approved by their Department Head or Elected Official and the CIO.~~.~~

~~D.~~E. No personal data shall be stored on County Servers. This includes, ~~-~~ but is not limited to, documents, pictures, music, and video files. Information Technology reserves the right to remove any personal documents, pictures, music, or video files without warning. Findings shall be reported to the employee's supervisor~~, and the employee may be subject to disciplinary action~~.

~~E.~~F. No confidential data shall be stored on any local or removable media devices that are not encrypted with County approved encryption software.

~~F.~~G. Data stored locally on desktops and laptops is not backed up by the IT Department. No
County ~~business related~~business-related data shall be stored on any local hard drives. The IT Department will provide training to ensure that data is being stored in the correct location.

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H. No County data shall be sentshared using personal or non-County provided email.

I. No County data shall be shared using non-County provided storageorstorage or internet locations, such as gmail, yahoo, drpbox, google docs, etc, unless required by an outside vendor and with the approval of the Department Head or Elected Official.

G.J. Employees are prohibited from making modifications tomodifying County-owned technology without appropriate approval from their Department Head and the IT Department, or an separately the Elected Official. Modifications that could impact the County network, desktop computing devices, and other computer systems are strictly prohibited. Modification The modifications includes, but is are not limited to, software installation and configuration changes. Installation of non-business relatedbusiness-related software, personal music and video files is prohibited.

The following Eexamples of are unacceptable uses of County technology equipment, include, but are not limited to: downloading non-work related files, including music files; personal instant messaging or chat; playing games; sending chain-letters; sending, printing or displaying offensive images, pictures or jokes; sending, printing or displaying sexually offensive materials; sending, initiating or contributing to "SPAM"; running "Hacker" or "Cracker" type software or actions; using proxy sites or servers; using Peer-to-Peer or file sharing software; FTP software; streaming audio and video for any purpose unless authorized and configured by the IT Department to support a valid County business requirement; ; causing damage to County-owned computers and/or peripheral equipment. Said list is of examples is not meant to represent all unacceptable uses of County technology. Exceptions to this policy may be made with the authorization of a Department Head or Elected Official.

K. The Internet is a network orof interconnected computers over which the County has very little control. Employees should recognize this when using the Internet, and understand that it is a public domain and he or she can come into contact with information, even inadvertently, that he or she may find offensive, sexually explicit, or inappropriate. Employees must use the Internet at their own risk. The County is not responsible for any information Employees view, read, or download from the Internet. The County may use software to filter offensive, sexually explicit, inappropriate, or non-business relatednon-business-related sites.

L. Streaming media can use a great deal of network resources and thus must be used carefully. Streaming media, such as internet radio stations or , internet videos, is allowed for job-related functions only.

M. Excessive use, as defined by the IT department, of County bandwidth or other computer resources is not permitted. Large file downloads or other bandwidth intensivebandwidth-intensive tasks that may degrade network capacity or performance must be performed during times of low County-wide usage. If contacted by the IT department with regards to the excessiveexcessive use of bandwidth employees will follow the instructions of the IT department.

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N. Using County-owned or County-provided computer systems to circumvent any security systems, authentication systems, user-based systems, or escalating privileges is expressly prohibited. Knowingly taking any actions to bypass or circumvent security is expressly prohibited.

O. No County-owned or County-provided computer systems may be knowingly used for activities that are considered illegal under local, state, federal, or international law. Such actions include, but are not limited to, the following:

1. Unauthorized port scanning, defined as systematically scanning a computer's ports.
2. Unauthorized network hacking, defined as any technical effort to manipulate the normal behavior of network connections and connected systems.
3. Unauthorized packet sniffing, defined as the act of capturing packets of data flowing across a computer network.
4. Unauthorized packet spoofing, defined as creating internet protocol packets with a false source IP address.
5. Unauthorized Denial of Services, defined as a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users.
6. Unauthorized wireless hacking, defined as accessing wireless networks by defeating the security devices within that wireless network.
7. Any act that may be considered an attempt to gain unauthorized access to or escalate privileges on a computer or other electronic system.
8. Acts of Terrorism.
9. Identity Theft, defined as the fraudulent acquisition and/or use of a person's private identifying information.
10. Spying.
11. Downloading, storing, or distributing violent, perverse, obscene, lewd, or offensive material as deemed by applicable statutes, except as authorized by a Department Head or Elected Official for the purpose of County business, e.g. criminal case investigations.
12. Downloading, storing, or distributing copyrighted material without proper licensing.

~~I.~~ The County will take all necessary steps to report and prosecute any violations of this policy.

EMAIL USE GUIDELINES

A. County employees shall identify themselves accurately and completely when corresponding with others by means of telephone, e-mail, Intranet, or Internet and shall not send any unsolicited mass e-mails or e-mails used for solicitation purposes with the exception of County-supported charities.

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B. Email accounts will be set up for each Employee determined to have a business need to send and receive County email. Accounts will be set up at the time a new Employee starts with the County~~,~~ or when a promotion or change in work responsibilities for an existing Employee creates the need to send and receive mail.

C. When an Employee leaves the County~~,~~ or their email access is officially terminated for another reason, the IT Department will disable the Employee's access to the account by password change or by disabling the account. If necessary, and at the request of the Department, the IT Department will either provide access to the former Employee's account to another Employee~~,~~ or will forward the emails sent to that account to another Employee. An Out of Office response should be set up to notify any senders that the County no longer employs the Employee~~the Employee is no longer employed by the County~~.

D. No less than sixty (60) days after an Employee terminates employment with the County, the email account will be unlicensed~~deleted~~ and hidden~~removed from~~ in the system. Email will be removed from the system per the email retention policy. It is the responsibility of the Employee's Department Head or Elected Official or their designee to remove any Records per the State of Illinois Records Retention Act, or other applicable ~~law~~laws or ~~statute~~statutes, from the email system and store them in another location. If the email account needs to be retained longer than sixty days, the Department Head or Elected Official, or their designee, must notify the IT Department in writing.

E. Employees must use the County email system for all County business-related ~~email~~emails. Employees are prohibited from sending County business emails from a non-County provided email account.

F. When using a County email account, email must be addressed and sent carefully. Employees should keep in mind that the County loses any control of email once it is sent ~~external~~externally to the County network. Employees must take extreme care when typing in email addresses, particularly when email auto-complete features are enabled~~;~~, using the "reply all" function~~;~~, or using distribution lists ~~in or~~ to avoid inadvertent information disclosure to unintended recipients. Careful use of email will help the County avoid unintentional disclosure of private, sensitive, or non-public information.

G. Retrieval, interception, or reading of an email or other electronic messages not addressed to the Employee, unless expressly authorized by the Department Head or by the message's original recipient, is prohibited.

H. Limited Personal usage of the County email systems is permitted at the discretion of the Department Head, Chief Administrative Officer ~~or Chief of Staff~~, o~~r~~ Elected ~~Official~~Official ~~and~~ as long as such usage does not negatively impact the County computer network and/or such usage does not negatively impact the employee's job

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performance. Conducting non-County related business emails from a County email account is prohibited.

I. The ~~following is never permitted~~County email systems shall never be used for: spamming, harassment, issuing threats, solicitations, chain letters, or pyramid schemes. This list is not exhaustive~~,~~ but is included to provide a frame of reference for types of activities that are prohibited.

J. The County makes the distinction between the sending of mass emails and the sending of unsolicited ~~email~~emails (SPAM). Mass emails may be useful and ~~is~~are allowed as the situation dictates. Sending of SPAM emails is strictly prohibited. Mass emails must have the following characteristics. Emails sent to County employees or persons who have already inquired about the County's services are exempt from the below requirements.

1. The email must contain instructions on how to unsubscribe from receiving future emails. Unsubscribe requests must be honored immediately.
2. The email must contain a subject line relevant to the content.
3. The email must contain contact information, including the physical address~~,~~ of the sender.
4. The email must not contain intentionally misleading information. This excludes emails generated by the Information Technology department for the purposes of security training.

K. Employees are prohibited from forging email header information or attempting to impersonate another person using the County Email system.

L. Email is an ~~unsecure~~unsecured method of communication and thus, information that is considered confidential, Personally Identifiable Information, or HIPAA information~~,~~ may not be sent via email, regardless of the recipient, without proper encryption.

M. It is County policy not to open email attachments from unknown senders~~to not open email attachments from unknown senders~~, or when such attachments are unexpected. Suspicious emails or attachments should be forwarded to IT Security Department for review.

N. Email systems were not designed to transfer large files, and as such, emails should not contain attachments of excessive file size.

O. The County uses email as an important communication medium for County business operations. Employees who use the County email system are expected to check and respond to ~~email~~emails ~~in a consistent and timely manner~~consistently and promptly during business hours. Email content reflects on the County and must be professional and courteous.

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P. Email signatures (contact information at the bottom of each email) must be used for emails sent externally~~,~~ and should be used for emails sent to other employees within the County email system. Employees must keep signatures professional in nature. At a minimum, the signature must identify the County, the sender's name, and their Department.

Q. The County requires the use of an Out of Office message if the employee will be out of the office for the entire business day or more. The message should notify the sender that the employee is out of the office and who the sender should contact if immediate assistance is required.

~~The County makes the distinction between the sending of mass emails and the sending of unsolicited email (SPAM). Mass emails may be useful and is allowed as the situation dictates. Sending of SPAM emails is strictly prohibited. Mass emails must have the following characteristics. Emails sent to County employees or persons who have already inquired about the County's services are exempt from the below requirements.~~

- ~~The email must contain instructions on how to unsubscribe from receiving future emails. Unsubscribe requests must be honored immediately.~~
- ~~The email must contain a subject line relevant to the content.~~
- ~~The email must contain contact information, including the physical address, of the sender.~~
- ~~The email must not contain intentionally misleading information.~~

R. Employees should be advised that the County owns and maintains all legal rights to its email system and network, and thus any email passing through these systems is ~~is~~ owned by the County, and it may be subject to use for purposes not anticipated by the employee. Email may be backed up, ~~otherwise~~ copied, retained, or used for legal, disciplinary, or other reasons. Additionally, ~~certain~~ emails sent to or from the County may be considered public record and, therefore, subject to the Freedom of Information Act (5 ILCS 140/1 et seq.).

S. Accessing the County's email system from a non-County device without the permission of an Employee's supervisor is prohibited. If the County provides the Employee a ~~smart phone~~smartphone, then permission is implied.

T. The County requires the use of email disclaimers and attaches email disclaimers on every original outgoing external email sent from County Board Departments. An email disclaimer is appended to the bottom of outgoing email messages and is intended to notify recipients of any limitations on the email content. For example, that ~~contents~~content may be subject to public inspection as part of the Freedom of Information Act.

U. Emails that are or may be constituted as "Records" per the State of Illinois Records Retention Act must be retained as per the regulations in that act. Each Department's Application for Authority determines what constitutes a Record ~~What constitutes a~~

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~~Record is determined by each Department's Application for Authority~~ to dispose of local records. These records should be retained outside of the email system.

V. Employees are encouraged to delete non-record ~~email~~emails periodically when the email is no longer needed for business purposes, however, Employees are strictly prohibited from deleting an email in an attempt to hide a violation of this or another County policy, or where the deleted email is a "record" as defined by the Illinois Record Retention Act. Email must not be deleted when there is an active investigation or litigation where that email may be relevant.

CELLPHONE AND WIRELESS DEVICE USE ~~GUIDELINES~~

The County will provide cellphones to employees where an employee is required, ~~in~~at the sole discretion of the Department Head, to have a cellphone to conduct County business. Any cellphone equipment provided will be limited to equipment that is provided at minimal cost by the current contracted wireless carrier. Exceptions will be made on a ~~case by case~~case-by-case basis and only if a special accommodation is needed.

The following guidelines apply to ~~any and all~~all devices used to access the County's e-mail system.

A. Employees shall not download and/or save sensitive, ~~confidential~~confidential, or inappropriate information to their wireless devices unless the devices are encrypted with County approved encryption software~~,~~ and/or are password protected.

B. Employees are responsible for locking and securing their wireless devices. Please contact the IT Department for procedures regarding securing wireless devices.

C. All wireless devices that access the County's e-mail system must have the ability to be disabled remotely.

D. Installation of non-~~business related~~business-related applications or software that results in any cost to the County is prohibited.

E. Lost phones must be reported immediately to the Department Head or Elected Official, Security Office, and the IT Department.

SECURITY AWARENESS

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E. Technology and information resource users are required to complete the mandatory security training and are requested to review any additional material when made available. At a minimum, this will occur at hire and annually thereafter.

Inappropriate use of County-owned equipment may result in disciplinary action, not to exclude termination. (Personnel Policy 10.1: Disciplinary Guidelines)

REPORTING OF A SECURITY INCIDENT

If a security incident or breach of any security policies is discovered or suspected, the Employee must immediately notify his or her Department Manager or Elected Official, the Security Department and/or the CIO or their representatives. Employees must treat a suspected security incident as confidential information. Employees must not withhold information relating to a security incident or interfere with an investigation. Incidents which require notification are:include but are not limited to

A. Suspected compromise of login credentials (username, passwords, etc.).

B. Suspected virus/malware/Trojan infection.

C. Loss or theft of any device that contains County information.

D. Loss or theft of ID badge or keycard.

E. Any attempt by any person to obtain the user's password over the telephone or by email.

F. Any other suspicious event that may impact the County's information security.

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

File #: TE-P-0070-23 **Agenda Date:** 11/7/2023 **Agenda #:** 22.B.

AWARDING RESOLUTION ISSUED TO
CDWG, INC.
FOR LAPTOPS, DESKTOPS, MONITORS,
AND DOCKING STATIONS
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $148,610.70)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for laptops, desktops, monitors, and docking stations; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract #3037653, the County of DuPage will contract with CDWG, Inc.; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to CDWG, Inc., for laptops, desktops, monitors, and docking stations, for the period of November 15, 2023 through November 30, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for laptops, desktops, monitors, and docking stations, for the period of November 15, 2023 through November 30, 2024, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDWG, Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount not to exceed $148,610.70, per contract pursuant to the Sourcewell Contract #3037653.

Enacted and approved this 14th day of November, 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3335	RFP, BID, QUOTE OR RENEWAL #: BID	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $148,610.70
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $148,610.70
	CURRENT TERM TOTAL COST: $148,610.70	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: CDW-G	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Meagan McKone	VENDOR CONTACT PHONE: 312.705.9502	DEPT CONTACT PHONE #: 630.407.5023	DEPT CONTACT EMAIL: Shanita.Thompson@dupageco.org
VENDOR CONTACT EMAIL: meaganm@cdwg.com	VENDOR WEBSITE: www.cdwg.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Purchase laptops, desktops, docks, and monitors to replace current equipment that is reaching end of life. We are using the Sourcewell Contract #3037653 - State of IL cooperative agreement for a total cost of $148,614.70.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Replacement of older laptops, desktops, docks and monitors to improve performance and remove outdated, failing equipment across County Departments. Many items have become out of warranty and have become harder to maintain.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. Obtained quotes from different Cooperative Contracts (Sourcewell & Omnia) from SHI, Insight, and CDW-G
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Do not replace current equipment that is out of warranty and difficult to maintain. 2) Staff recommends approving this purchase so staff is able to continue their work effectively with equipment that will improve their performance and remove outdated, failing equipment.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: CDW-G	Vendor#: 10667	Dept: Information Technology	Division:
Attn: Meagan McKone	Email: meaganm@cdwg.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 200 N. Milwaukee Ave	City: Vernon Hills	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60061	State: Illinois	Zip: 60187
Phone: 3127059502	Fax: 3157059402	Phone: 630-407-5000	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: Same as Above	Vendor#: 10667	Dept: Information Technology	Division: IT Operations
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: Illinois	Zip: 60187
Phone:	Fax:	Phone: 630-407-5023	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 15, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Shanita Thompson			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	85	EA	MFG #:89D95UT#ABA	HP EliteBook 840 G10 14" Notebook - WUXGA - 1920 x 1200 - Intel Core i7 13t	FY23	1000	1110	52100		1,322.81	112,438.85
2	10	EA	MFG #:82J73UT#ABA	HP Elite Mini 800 G9 Desktop Computer - Intel Core i5 13th Gen i5-12500T	FY23	1000	1110	52100		1,083.93	10,839.30
3	85	EA	MFG #:UM.QB7AA.E01	Acer Vero B7 B247Y E 24" Widescreen LCD Monitor - Black	FY23	1000	1110	52100		127.08	10,801.80
4	85	EA	MFG #:72C71AA#ABA	HP USB-C G5 Essential Dock	FY23	1000	1110	52100		170.95	14,530.75
FY is required, assure the correct FY is selected.										Requisition Total	$ 148,610.70

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Please send PO and correspondences to Sarah Godzicki and Shanita Thompson
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

Review and Complete Purchase

SHANITA THOMPSON,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CCHPJ1	10/10/2023	IT EQUIPMENT PURCHASE QUOTE 2	776067	$148,610.70

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP EliteBook 840 G10 14" Notebook - WUXGA - 1920 x 1200 - Intel Core i7 13t Mfg. Part#: 89D95UT#ABA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	85	7445484	$1,322.81	$112,438.85
HP Elite Mini 800 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500T He Mfg. Part#: 82J73UT#ABA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	10	7458843	$1,083.93	$10,839.30
Acer Vero B7 B247Y E 24" Widescreen LCD Monitor - Black Mfg. Part#: UM.QB7AA.E01 Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	85	7392150	$127.08	$10,801.80
HP USB-C G5 Essential Dock Mfg. Part#: 72C71AA#ABA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	85	7163026	$170.95	$14,530.75

SUBTOTAL	$148,610.70
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$148,610.70**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: DUPAGE COUNTY DATA PROCESSING DEPARTMENT 421 N COUNTY FARM RD WHEATON, IL 60187-3978 **Phone:** (630) 682-7030 **Payment Terms:**	**Shipping Address:** COUNTY OF DUPAGE ATTN:SHANITA THOMPSON 421 N COUNTY FARM RD WHEATON, IL 60187-3978 **Phone:** (630) 682-7030 **Shipping Method:** NiteMoves Local Super-Saver
	Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Sales Contact Info

Meagan McKone | (866) 245-8102 | meaganm@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.
1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.
3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments.
VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

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Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

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13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

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Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.
Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies ofcertificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby _____
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:
DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

CONTRACT EXTENSION

Contract Number: #081419-CDW

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061 have entered into Contract #081419-CDW for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	CDW Government LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Hutchins 9CF4A8C1BBA446C...
By: _____	By: _____
Jeremy Schwartz	David Hutchins
Title: Chief Procurement Officer	Title: Vice President, Strategic Programs
Date: 11/15/2022 | 3:27 PM CST	Date: 11/16/2022 | 2:44 PM CST

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

File #: TE-P-0071-23 **Agenda Date:** 11/7/2023 **Agenda #:** 22.C.

AWARDING RESOLUTION ISSUED TO
BDO USA LLP
FOR FIREEYE SOFTWARE SUPPORT AND MAINTENANCE
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $165,113.00)

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to BDO USA LLP, for the renewal of software maintenance of FireEye Security software, for the period of December 10, 2023 through December 9, 2024 , for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the renewal of software maintenance of FireEye Security software, for the period of December 10, 2023 through December 9, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to BDO USA LLP, 1420 Kensington Road, Oak Brook, IL 60523-2144, for a contract total amount not to exceed $165,113.00. This is the first optional renewal per lowest responsible bid #22-124-IT. Pursuant to 55 ILCS 5/5-1022.

Enacted and approved this 14th day of November, 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3446	RFP, BID, QUOTE OR RENEWAL #: 22-124-IT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $149,468.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $314,581.00
	CURRENT TERM TOTAL COST: $165,113.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: BDO USA Solutions Provider, LLC	VENDOR #: 30951	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Julie Engers	VENDOR CONTACT PHONE: 630-371-9487	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Joe.Hamlin@dupageco.org
VENDOR CONTACT EMAIL: jengers@bdo.com	VENDOR WEBSITE: www.bdodigital.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Renewal of software maintenance for FireEye Security software and the Cloud security essentials. This is the first renewal option per bid #22-124-IT.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
As part of the County's Cyber Security protection, FireEye protects the County's network and endpoints against malware attacks. Keeping current maintenance is required to get the latest software updates.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: BDO USA Solutions Provider, LLC	Vendor#: 30951	Dept: Information Technology	Division:
Attn: Julie Engers	Email: jengers@bdo.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 1420 Kensington Rd Suite 110	City: Oak Brook	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60523	State: IL	Zip: 60187
Phone: 630-371-9487	Fax: 630-572-0390	Phone: 630-407-5037	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: BDO USA, LLP	Vendor#: 30951	Dept: Information Technology	Division:
Attn: Sarah Lavery	Email: Sarah.Lavery@bdo.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupageco.org
Address: P.O Box 642743	City: Pittsburgh	Address: 421 N. County Farm Rd.	City: Wheaton
State: PA	Zip: 15264	State: IL	Zip: 60187
Phone: 262-565-8941	Fax: 630-572-0390	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2023	Contract End Date (PO25): Dec 9, 2024
Contract Administrator (PO25): Joe Hamlin			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1000	EA		Renewal Network Security Enterprise NX Edition, with 2-Way and Platinum Support, per Mbps-1Y, CM 2500 Data Center support, Network Enterprise NX support	FY24	1000	1110	53806		44.50	44,500.00
2	2500	EA		Renewal Endpoint Security Enterprise Essentials Edition, with 2-Way and Platinum Support, per Endpoint-4999-1Y, Endpoint Security Cloud Edition support	FY24	1000	1110	53806		20.70	51,750.00
3	3000	EA		Renewal Email Security, Enterprise Cloud Edition, with Antivirus/Antispam and Platinum Support, per Mailbox-4999-1Y	FY24	1000	1110	53806		17.50	52,500.00
4	1	EA		Renewal CM 2500 Cloud-1 Year Serial No.: 86FEF6600231, Email Threat Prevention Cloud w/AV/AS support	FY24	1000	1110	53807		16,363.00	16,363.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 165,113.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and BDO Solutions Provider LLC. located at 1420 Kensington Rd. Suite 110 Oak Brook, IL 60523, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-124-IT which became effective on 12/10/2022 and which will expire 12/09/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 12/09/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract, including a one-time price adjustment effective 12/10/2023, as per the attached price quote.

CONTRACTOR	**THE COUNTY OF DUPAGE**
Signature on File	
SIGNATURE	SIGNATURE
mike gedville	Richella Jackson
PRINTED NAME	PRINTED NAME
Reselling Manager	Buyer I
PRINTED TITLE	PRINTED TITLE
10/19/2023	
DATE	DATE

BDO Digital, LLC
2715 Jorie Blvd
Suite 100
Oak Brook Ilinois 60523
United States
(P) 630-572-0240

Quotation (Open)

Date
Sep 11 2023 02 28 PM CDT

Modified Date
Sep 13 2023 10 51 AM CDT

Quote #
566023 - rev 1 of 1

Description
FireEye Support Renewal exp 12/9/23

SalesRep
Engers Julie
(P) 630-371-9487

Customer Contact
Wagner Wendi
(P) 630-407-5064
wendi wagner@dupageco org

Customer
Dupage County (23302)
Wagner Wendi
421 North County Farm Road
Wheaton L 60187
United States
(P) 630-407-5000

Bill To
Dupage County
Wagner Wendi
421 North County Farm Road
Wheaton L 60187
United States
(P) 630-407-5000
Wendi Wagner@dupageco org

Ship To
Dupage County
Hamlin Joe
421 North County Farm Road
Wheaton L 60187
United States
(P) 630-407-5000
Joe Hamlin@dupageco org

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Qty	Unit Price	Total
1	Renewal Network Security Enterprise NX Edition with 2-Way andPlatinum Support per Mbps-1Y	1000	$44 50	$44 500 00
2	Network Enterprise NX support	1	$0 00	$0 00
3	Renewal Endpoint Security Enterprise Essentials Edition with 2-Way and Platinum Support per Endpoint-4999-1Y	2500	$20 70	$51 750 00
4	Endpoint Security Cloud Edition support	1	$0 00	$0 00
5	Renewal Email Security Enterprise Cloud Edition with Antivirus/Antispam and Platinum Support per Mailbox-4999-1Y	3000	$17 50	$52 500 00
6	Email Threat Prevention Cloud w/AV/AS support	1	$0 00	$0 00
7	Renewal CM 2500 Cloud-1 Year Serial No 86FEF6600231	1	$16 363 00	$16 363 00
8	CM 2500 Data Center support	1	$0 00	$0 00

Current support expires December 9 2023
Quote includes one years support for 12/10/23 - 12/9/24

Subtotal:	**$165,113.00**
Tax (0000%)	$0 00
Shipping	$0 00
Total:	**$165,113.00**

All prices are subject to change without notice Supply subject to availability
Shipping costs are estimates and could vary

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
FIREEYE SECURITY PRODUCTS 22-124-IT
BID TABULATION

				BDO DIGITAL LLC	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**
1	Endpoint Essentials Cloud	EA	2500	**$ 19.00**	**$ 47,500.00**
2	Network Security ENT NX ED	EA	1000	**$ 40.00**	**$ 40,000.00**
3	Email Threat prevention	EA	3000	**$ 15.75**	**$ 47,250.00**
4	RM-CM-2500-Cloud-1Y	EA	1	**$ 14,718.00**	**$ 14,718.00**
				GRAND TOTAL	**$ 149,468.00**

NOTES

Bid Opening 11/03/2022 @ 2:30 PM	
Invitations Sent	13
Total Vendors Requesting Documents	2
Total Bid Responses	1

SECTION 7 - BID FORM PRICING

Any quantities listed are estimated only and are provided for bid canvassing purposes. All materials must be bid and shipped freight prepaid (FOB Destination) to DuPage County, JTK Administration Building, 421 N. County Far Road, Wheaton, IL 60187.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Endpoint Essentials Cloud	EA	2500	$ 19.00	$ 47,500.00
2	Network Security ENT NX ED	EA	1000	$ 40.00	$ 40,000.00
3	Email Threat prevention	EA	3000	$ 15.75	$ 47,250.00
4	RM-CM-2500-Cloud-1Y	EA	1	$ 14,718.00	$ 14,718.00
				GRAND TOTAL	$ 149,468.00
GRAND TOTAL (In words)	ONE hundred FORTY-NINE Thousand Four Hundred Sixty-eight Dollars and zero cents.				

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

x_Signature on File

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

_____ My Commission Expires: _____
(Notary Public)

_____
SEAL

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	BDO Digital, LLC	NAME	Same
CONTACT	Mike GEDville	CONTACT	
ADDRESS	1420 Kensington Rd suite 110	ADDRESS	
CITY ST ZIP	OAK BROOK, IL 60523	CITY ST ZIP	
TX	708-567-7064	TX	
FX	630-572-0390	FX	
EMAIL	MGEDville@BDO.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County IT 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County - IT 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5063 EMAIL: joe.hamlin@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/19/2023

Bid/Contract/PO #:

Company Name: BDO Digital, LLC	Company Contact: mike gedville
Contact Phone: 708-567-7064	Contact Email: MGedville@bdo.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: mike gedville

Title: Reselling Manager

Date: 10/19/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Technology Requisition $30,000 and Over

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

File #: TE-P-0072-23 **Agenda Date:** 11/7/2023 **Agenda #:** 22.D.

AWARDING RESOLUTION ISSUED TO
IMAGING SYSTEMS, INC. D/B/A IDT
FOR ANNUAL HYLAND AND CAPSYS
SOFTWARE ASSISTANCE MAINTENANCE
(CONTRACT TOTAL NOT TO EXCEED $63,300.76)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Imaging Systems, Inc. d/b/a IDT, for the annual Hyland and CAPSYS Software Assistance maintenance, for the period of January 1, 2024 through January 31, 2025, for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the annual Hyland and CAPSYS Software Assistance maintenance, for the period of January 1, 2024 through January 31, 2025 for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Imaging Systems, Inc. d/b/a IDT, 1009 W. Hawthorn Drive, Itasca, Illinois 60143, for a contract total amount not to exceed $63,300.76. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - Imaging Systems, Inc. d/b/a IDT is the sole authorized support provider for both CAPSYS Capture and OnBase for DuPage County.)

Enacted and approved this 14th day of November, 2023, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3470	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $63,300.76
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $63,300.76
	CURRENT TERM TOTAL COST: $63,300.76	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Imaging System, Inc. d/b/a IDT	VENDOR #: 11487	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Donna Taconi	VENDOR CONTACT PHONE: 630-875-1100	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Donna.Taconi@idt-inc.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.).
Annual maintenance for imaging systems for a total amount of $63,300.76 - sole source.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Annual Hyland & CAPSYS Software Assurance renewal for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
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. Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS Capture & OnBase for DuPage County. Additionally, IDT implemented these solutions at the County, giving them firsthand knowledge of how the two applications are configured and operate with each other and other systems used by multiple departments within DuPage County.
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. N/A - Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS CAPTURE & OnBase for DuPage County.
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. N/A - Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS CAPTURE & OnBase for DuPage County.

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Imaging System, Inc. d/b/a IDT	Vendor#: 11487	Dept: IT	Division:
Attn: Donna Taconi	Email: Donna.Taconi@idt-inc.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: PO Box 482	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143-0482	State: IL	Zip: 60187
Phone: 630-875-1100	Fax: 630-875-1101	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5063	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25): Joe Hamlin			

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		Annual Hyland OnBase Software Assurance - Family Center, County Clerk, Coroner, Animal Control, Supervisor of Assessments 02/01/2024 - 01/31/2025	FY24	1000	1110	53807		38,704.38	38,704.38
2	1	EA		Annual ShareBase - Supervisor of Assessments 02/01/2024 - 01/31/2025	FY24	1000	1110	53807		1,706.67	1,706.67
3	1	EA		Annual CAPSYS Software Assurance - Family Center, Supervisor of Assessments, County Clerk, Treasurer 01/01/2024 - 12/31/2025	FY24	1000	1110	53807		9,281.59	9,281.59
4	1	EA		Annual DuPage County Site Visits and MagnumScan Proactive Watch - Supervisor of Assessments 01/01/2024 - 12/31/2025	FY24	1000	1110	53807		13,608.12	13,608.12
FY is required, assure the correct FY is selected.										Requisition Total	$ 63,300.76

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor. Please make First Invoice Allowed date 11/01/2023.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

IDT
putting paper in its *place*

Quotes for your upcoming 2024 renewals with IDT – DuPage County

Annual Hyland OnBase SWA Renewal – Expiration 1/31/24 - $38,704.38

Annual ShareBase renewal – Expiration 1/31/24 - $1,706.67

Annual CAPSYS SWA renewal – Expiration 12/31/23 - $9,281.59

Annual monthly site visits/Proactive Watch – Expiration 12/31/23 - $13,608.12

Signature on File

Jennifer G. Olney

Sales and Customer Service Administrator

To: DuPage County Procurement

From: David Raboin

RE: Sole Source Justification

Date: 10/11/2023

Regarding the upcoming CAPSYS CAPTURE & Hyland OnBase software maintenance renewal, IDT is uniquely positioned to provide ongoing support to the county for their CAPSYS CAPTURE and Hyland OnBase system. Only a trained, product-certified, and authorized business partner for CAPSYS CAPTURE & Hyland OnBase with Direct Knowledge of DuPage County's Current Systems and business processes should provide ongoing system support services.

IDT is unique in that we are:

- The firm that deployed these solutions at DuPage County, giving us intimate knowledge of how these two applications are configured and interoperated with each other and other lines of business systems used by the various agencies at DuPage County;

- The sole authorized support provider for both CAPSYS CAPTURE and OnBase for DuPage County. All work we are contracted to perform, including future system upgrades and application modifications, will fall under the current support coverage through IDT. Any changes, upgrades, system modifications, or support services to your existing CAPSYS CAPTURE and Hyland OnBase applications by a non-authorized 3rd party will not be supported under IDT's current support coverage.

- IDT Activity interacts with all departments that utilize CAPSYS CAPTURE and Hyland OnBase application monthly, providing optimized support and enhancement requests.

Sincerely,

Signature on File

David Raboin

Senior Engagement Manager, IDT

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 10-11-23

Bid/Contract/PO #:

Company Name: EMERGING SYSTEMS. (DBA IDT)	Company Contact: DONNA TACONI
Contact Phone: 630-875-1100 X317	Contact Email: DONNA.TACONI@IDT-INC.COM

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name EDWARD BERKIN

Title C.F.O.

Date October 11, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

Technology Requisition $30,000 and Over

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

File #: TE-P-0073-23 **Agenda Date:** 11/7/2023 **Agenda #:** 22.E.

AWARDING RESOLUTION ISSUED TO
IBM CORPORATION
FOR PROGRAM PRODUCT SOFTWARE LICENSES,
SUPPORT, AND MAINTENANCE
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED $111,171.72)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to IBM Corporation, for program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for the period of December 1, 2023 through November 30, 2024 , for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for the period of December 1, 2023 through November 30, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, IBM Corporation, 71 S. Wacker Drive, Illinois Public Sector, Chicago, IL 60606-4637, for a contract total amount not to exceed $111,171.72. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is proprietary software.)

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 23-3487	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $111,171.72
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $111,171.72
	CURRENT TERM TOTAL COST: $111,171.72	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: IBM Corporation	VENDOR #: 10005	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Carol Massey	VENDOR CONTACT PHONE: 408-893-8017	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: shanita.thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: clmart@us.ibm.com	VENDOR WEBSITE: www.ibm.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Twelve (12) month purchase order for z System program products and operating system (z/OS) software license per Group 38, 6 MSU pricing bracket (2828-401 entry level model) - Sole Source.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Twelve (12) month (paid monthly) program product and operating system software licenses for IBM z/OS including software support and maintenance for core systems and applications on the z System server. The current purchase order expires on 11/30/2023 and this replaces it.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
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. Operating system and program product software license for IBM z5ystem's zBCI 2 business class server; z/O5 v2 Base; DFSMS dss; DFSORT; RMF; SDSF; v2 Security Server; Ent COBOL v6; and CICS TS v5.
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. Per IBM, these products cannot be acquired from IBM Business Partners or other sources
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. IBM direct is the only source for the operating system and programming product software license for the County's IBM zBCI 2 business class server.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: IBM Corporation	Vendor#: 10005	Dept: Information Technology	Division:
Attn: Carol Massey	Email: clmart@us.ibm.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 408-893-8017	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: IBM Corporation	Vendor#: 10005	Dept: Information Technology	Division:
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: P.O. Box 643600	City: Pittsburgh	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 15264-3600	State: IL	Zip: 60187
Phone: 877-426-6006	Fax:	Phone: 630-407-5000	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Shanita Thompson			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	12	MO	5650ZOS	z System program products and operating system (z/OS) software licenses, software support and maintenance	FY24	1000	1110	53410		9,264.31	111,171.72
FY is required, assure the correct FY is selected.										Requisition Total	$ 111,171.72

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Twelve (I 2) month purchase order for z System program products and operating system (z/O5) software license per Group 38,6 MSU pricing bracket (2828-401 entry level model).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Shanita Thompson & Sarah Godzicki and copy both when emailing vendor PO notification
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☑ Vendor Ethics Disclosure Statement

2024 Fiscal Price Quote (December 1, 2023 to November 30, 2024)

These stated prices are for your information only and subject to change. Applicable taxes are not shown. Licensed Programs are available only under the IBM Customer Agreement, International Program License Agreement, or any equivalent agreement in effect between the customer and IBM.

BID #: 20220929
Customer: DuPage County
Location: Wheaton IL
Site ID: S013692694
Customer Number: 2612600
Installation Type: Uncoupled
Date: 9/13/2023

PID	Program Name	Type	LVL	QTY	Price	Supported Versions/Releases
Machine No.:	**2828-A01**	**Group: 38**	**MSUs:**	**6**		
Desc:	**IBM zBC12 Entry Model**					
Name:	**System2**					
SN:	**028CF37**					
						Effective 1/1/2024
5650ZOS	z/OS V2 Base	ZELC	A01		$3,188.85	V2.4, V2.5, 3.1
5650ZOS	z/OS V2 DFSMS dss	ZELC	A01		$152.25	
5650ZOS	z/OS V2 DFSORT	ZELC	A01		$217.35	
5650ZOS	z/OS V2 RMF	ZELC	A01		$124.95	
5650ZOS	z/OS V2 SDSF	ZELC	A01		$246.96	
5650ZOS	z/OS V2 Security Server	ZELC	A01		$187.95	
5655EC6	Ent COBOL z/OS	ZELC	A01		$608.00	V6.2, V6.3, V6.4
5655G53	Enterprise COBOL	MVM			$0.00	
5655Y04	CICS TS for z/OS V5	ZELC	A01		$4,538.00	V5.5, V5.6, and V6.1
Monthly Price					$9,264.31	
Annual Price					**$111,171.72**	

Notes:
Quote Effective through 11/30/2024
Price quote is full capacity

Price Type	Description
ZELC	zSeries Entry License Charge
MVM	Multi-Version Measurement

IBM Contact:
Carol Massey
IBM z Senior Sales Specialist, MLC Software
Phone: 408-893-8017
Email: clmart@us.ibm.com

International Business Machines Corporation
425 Market Street, San Francisco, CA 94105-2406

October 24, 2023

Shanita Thompson
IT Operations Manager
DuPage County Information Technology
421 N. County Farm Road
Wheaton, IL 60187

Dear Shanita,

This letter confirms IBM's ICA program software (Monthly Licensing Charge or MLC software) may only be purchased directly from IBM. This includes the z/OS operating system and subsystem software CICS and COBOL.

If you have any questions, please contact me.

Sincerely,

Signature on File

Carol Massey
IBM z Senior Sales Specialist, MLC Software
IBM Corporation
408-893-8017
clmart@us.ibm.com

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 10/24/2023

Bid/Contract/PO #: 20230913

Company Name:	IBM Corporation	Company Contact:	Carol Massey
Contact Phone:	408-893-8017	Contact Email:	clmart@us.ibm.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: Carol Massey

Title: IBM z Senior Sales Specialist, MLC Software

Date: 10/24/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 **of** 1 **(total number of pages)**

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

File #: 23-3457 **Agenda Date:** 11/7/2023 **Agenda #:** 23.A.

DT-053C-91

AMENDMENT TO RESOLUTION DT-053B-91
RENEWAL OF AGREEMENT OF UNDERSTANDING BETWEEN THE
COUNTY OF DU PAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as DEPARTMENT) previously entered into an Agreement of Understanding pursuant to 605 ILCS 5/5-402 of the Illinois Highway Code allowing the COUNTY to follow an optional method of satisfying certain DEPARTMENT approval requirements and for the purpose of expending Transportation Impact Fees; and

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-053B-91 dated May 8, 2012, DT-053A-91 dated April 8, 2008 and DT-053-91 dated November 26, 1991 approving an Agreement of Understanding between the COUNTY and the DEPARTMENT (hereinafter referred to as AGREEMENT) which outlines the responsibilities and qualifications of the COUNTY for the use of funds collected to construct or maintain highways or sections thereof; and

WHEREAS, pursuant to the terms of the AGREEMENT, the AGREEMENT must be renewed and updated upon the change in the County Engineer; and

WHEREAS, William C. Eidson, P.E., PTOE has been appointed to the position of County Engineer and the AGREEMENT has been updated to reflect this appointment.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the Chair of said Board and the County Engineer are hereby directed and authorized to execute the abovementioned AGREEMENT with the DEPARTMENT and that the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED, that the County Clerk transmit five (5) original copies of this Amending Resolution and updated AGREEMENT to the Illinois Department of Transportation, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Illinois Department of Transportation	County Agreement of Understanding for Construction and Maintenance

County: DuPage

This agreement, by and between the Department of Transportation, State of Illinois, hereinafter called the **DEPARTMENT**, and the County of DuPage, of the State of Illinois, hereinafter called the **COUNTY**.

WITNESSETH:

WHEREAS, the Illinois Highway Code provides that the **DEPARTMENT**, upon satisfying itself that the County Engineer's office in a county is adequately organized, staffed, equipped and financed to discharge satisfactorily the duties and requirements of 605 ILCS 5/5-402, may grant a county permission to construct or maintain highways or sections thereof when such projects are financed in whole or in part with any funds received from the State except Federal-aid funds, without approval and supervision of the **DEPARTMENT**, providing the **COUNTY** will enter into an Agreement of Understanding with the **DEPARTMENT**, and;

WHEREAS, this agreement addresses the approval of County and Road District Fuel Tax, Township Bridge, Township Bridge Lapse Pool, 80,000 Pound Truck Access Road, Economic Development, Park Access Road and any other state funded projects administered under Motor Fuel Tax policies and procedures.

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

THE COUNTY AGREES:

1. That it will maintain an adequate, fully staffed organization to the level this Agreement of Understanding was executed and will keep the **DEPARTMENT** currently advised of the organization and key staffing;

2. That it will affect a coordinated 12 or 24 consecutive month maintenance program in accordance with the intent of the law;

3. That it will follow the procedure set forth in 605 ILCS 5/5-403 and 605 5/6-701.1 of the Illinois Highway Code for the construction and maintenance of any highway;

4. That it will supply the **DEPARTMENT**, for record purposes, documentation listed on Attachment A within the timeframe shown, or upon the request of the **DEPARTMENT**;

5. To obtain the **DEPARTMENT'S** approval of all bridge condition reports, preliminary bridge design and hydraulic reports, plans and specifications for all bridges and culverts required by policy contained in Chapter 10 of the Bureau of Local Roads and Streets Manual, as well as for non-MFT funded structures having a clear span of more than thirty (30) feet as required by 605 ILCS 5/5-205.1 of the Illinois Highway Code;

6. To provide Form BLR 10220-Asbestos Certification on bridge projects and when requesting load ratings from the **DEPARTMENT** for resurfacing, of structures greater than 20 feet long measured along the centerline of the roadway;

7. To obtain all necessary permits and environmental/cultural clearances in accordance with the Bureau of Local Roads and Streets Manual and other Department policy before advertising a project for letting or performing the project with its own forces;

8. To ensure plans for highway construction and maintenance work will be designed in accordance with the Bureau of Local Roads and Streets Manual and design policies adopted by the **DEPARTMENT**. Modifications and design deviations proposed by the **COUNTY** must be approved using procedures outlined in Chapter 10 of said Manual;

9. To ensure plans and specifications for maintenance or construction will be prepared as applicable by a licensed professional/structural engineer or under his or her direct supervision. Plans shall bear the engineer's professional/structural seal as applicable;

10. To obtain the **DEPARTMENT'S** approval of plans and specifications for improvement of State highways and appurtenances thereto prior to advertising for bids;

11. To obtain the **DEPARTMENT'S** approval of all connections to the State Highway System;

12. That all rights-of-way will be secured prior to advertising a project for letting, unless prior approval by the **DEPARTMENT** has been secured;

13. To advertise for bids and let contracts for maintenance or construction to the lowest responsible bidder in accordance with **DEPARTMENT** policy, or with the concurrence of the **DEPARTMENT**, do the work itself through its officers, agents and employees;

14. That it will perform or cause to be performed all construction and material inspections required on its construction and maintenance projects using the Project Procedures Guide and other procedures acceptable to the **DEPARTMENT**. The **COUNTY** will document the inspections and make said documentation available to the **DEPARTMENT** at all times any exceptions to approved materials will be coordinated through the district;

15. That reimbursement request for State and or TBP projects shall contain backup documentation per BLRS Manual Chapter 5-10;

16. That it will provide Material Certification in accordance with the applicable portions of Section 800 of the Project Procedures Guide. The **COUNTY** will certify to the Deputy Director of Highways, Region One Engineer that the required material testing and sampling were done for all materials incorporated in the construction or maintenance work. The **COUNTY** will further certify that, for all materials, the Method of Acceptance with the appropriate Evidence of Materials Inspection is available for the **DEPARTMENT** to review. A copy of the Material Certification Letter (Attachment B) will be included with each Engineer's Payment Estimate, (BLR 13230 final payment version);

17. To withhold final payment to the contractor on construction projects involving State highways and appurtenances until written certification is received that the work has been performed in accordance with the plans and specifications and accepted by the **DEPARTMENT.** The **COUNTY** will notify the **DEPARTMENT** at least two (2) weeks prior to the final inspection on construction projects involving State highways and appurtenances so arrangements can be made for a **DEPARTMENT** representative to attend;

18. That it will provide the **DEPARTMENT** with the Local Public Agency General Maintenance Estimate of Cost/Maintenance Expenditure Statement, (BLR 14222, Maintenance Expenditure Statement version) within 3 months from the end of the maintenance period;

19. That it will provide the **DEPARTMENT** with the Final Report of Expenditures (BLR 13510) for project close-out, within one (1) year after the completion of the work;

20. That it will make all records available to personnel of the **DEPARTMENT** for review and/or audit for a minimum of three (3) years after project close-out and **DEPARTMENT review** and/or audit;

21. That it will submit an annual report to the **DEPARTMENT** by February 1 of each year, listing the projects undertaken, a description and limits of each project, the status of the projects, the amount and type of funds expended, and a map showing the locations of the various projects for the previous calendar year;

22. That use of funds not specified in this agreement will require approval by the **DEPARTMENT**.

THE DEPARTMENT AGREES:

1. That in view of the foregoing covenants, its approval and supervision of any activities related to construction and maintenance projects and expenditures funded by Motor Fuel Tax and/or any other funds received from the State and administered under Motor Fuel Tax policies and procedures will not be required except as hereinabove specified;

2. That it will provide off-site material inspections and testing at sources normally visited by state inspectors. The **DEPARTMENT** may perform certain construction and material inspections as agreed to by the **DEPARTMENT'S** Deputy Director of Highways, Region <u>One</u> District <u>One</u> Office and the **COUNTY**. If **DEPARTMENT** personnel are not available to perform these material inspections, the **COUNTY** will be responsible for providing the required inspection and documentation.

IT IS MUTUALLY AGREED:

1. Executed joint agreements between the **COUNTY** and **DEPARTMENT** will be required for all State funded projects requiring a separate obligation;

2. That the provisions of this agreement shall not apply to any federally funded projects and/or state funded projects not administered under Motor Fuel Tax policies and procedures;

3. At the Department's discretion, it reserves the right to supersede this agreement and require full oversight for certain state funded programs;

4. That the Department reserves the right to request information on any Construction or Maintenance project for review and inspection;

5. The **DEPARTMENT** may make periodic inspections of the jobsite and project file documentation, if it deems necessary, to satisfy itself that the work is being done in compliance with the plans, specifications, and departmental procedures;

6. This agreement shall remain in full force and effect unless terminated by either party upon 30 days written notification, or when the undersigned county engineer terminates employment under such title/position with the **COUNTY**.

Executed by the **COUNTY** this _____ day of _____, 20____.

DuPage County, State of Illinois,
acting by and through its County Board

William C. Eidson, PE
County Engineer

Deborah A. Conroy
Chair, DuPage County Board

By _____
County Engineer

By _____
Chair, DuPage County Board

Accepted:

By _____ Date: _____
District Local Roads Engineer

By _____ Date: _____
Regional Engineer

Executed by the **DEPARTMENT** this _____ day of _____, 20_____.

STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION

_____
Engineer of Local Roads and Streets

ATTACHMENT A

Agreements of Understanding Document Submittal Requirements

February 1st of each year submits a listing of construction projects undertaken, a description of each project, the status of projects, the amount and type of funds expended and a map showing the locations of the various projects for the previous calendar year.

To supply the Department, for record purposes, documentation listed below within the time frame shown. If the County wishes to have a copy returned after being stamped by the Department, then add one more original to the required number of originals to be submitted and request one set of the documents be returned.

If a form is submitted electronically, it is to be submitted to the email address as directed by the applicable district.

General Maintenance Projects			
Title	**BLR Form #**	**#Originals to Submit**	**Comments**
Local Public Agency General Maintenance Estimate of Cost/Maintenance Expenditure Statement	BLR 14222	1	This form serves as a resolution for a Township/Road District. For Township/Road District cannot exceed the amount in the estimate without a supplemental/ revision.
Resolution for Maintenance Under the Illinois Highway Code	BLR 14220	1	If expenditures exceed resolution, a supplemental resolution must be submitted. This form only applies to County Projects.
Equipment Rental Schedule	BLR 12110	1	
Contractor's Bulletin Request for Advertisement	BLR 12310	1	When emailing this form, it should be submitted as directed by the applicable district.
All above documents must be received prior to advertisement. MFT funds will be authorized upon the County's request and based on IDOT's calculations of available funds. Authorizations will be based on these estimates including engineering.			
Acceptance of Proposal to Furnish Materials Approval of Award	BLR 12330	1	Submit within two weeks after the material proposal is executed.
Material Quotations	BLR 12250	1	Submit within two weeks of acceptance of bids.
Tabulation of Bids	BLR 12315	1	Submit with BLR 12330 and/or Contract Documents, whichever applies.
(Construction) Estimate of Cost	BLR 11510	1	Submit within two weeks after the contract is executed.
Contract and Contract Bond	BLR 12320 BLR 12321	1	Submit within two weeks after the contract is executed.
Local Public Agency General Maintenance Estimate of Cost/Maintenance Expenditure Statement	BLR 14222	1	Submit within three months after the end of the maintenance period. MFT will be balanced using this form.

Construction Projects			
Title	**BLR Form #**	**# Originals to Submit**	**Comments**
Preliminary Bridge Design & Hydraulic Report	BLR 10210	1	This can be submitted electronically.
Environmental Survey Request			Submittal is accomplished through PMA system.
Engineering Agreements	BLR 05530	1	
Resolution for Improvement under the Illinois Highway Code	BLR 09110	1	This form only applies to County projects.
Statement of Proposed Road Improvement	BLR 09120	1	This form serves as a resolution for a Township/Road District. For Township/Road District cannot exceed the amount in the estimate without a supplemental/ revision.
Plans for structural adequacy		1	Submit for structures funded with TBP and/or MFT funds. For structures funded with local funds this must be submitted for structures over 30'.
Plans and Specifications		1	Must be approved by the Department prior to advertisement when involving a State Highway. Documents can be electronically submitted.
Contractor's Bulletin Request for Advertisement	BLR 12310	1	When emailing this form, it should be submitted as directed by the applicable district.
All above documents must be received prior to advertisement. MFT funds will be authorized upon the County's request			
(Construction) Estimate of Cost	BLR 11510	1	Submit within two weeks after Contract is executed.
Contract Plans, Specifications, Contract, Contract Bond	Various BLR 12320 BLR 12321	1	Submit within two weeks after Contract is executed. Authorization of MFT funds will be based on the signed contract including engineering.
Tabulation of Bids	BLR 12315	1	Submit with BLR 12330 and/or Contract Documents, whichever applies. To be submitted within two weeks of execution of documents.
Acceptance of Proposal to Furnish Materials & Approval of Award	BLR 12330	1	Submit within two weeks after the material proposal is executed. Authorization will be based on the executed material proposal.
Request for Approval of Change in Plans	BLR 13210	1	If applicable, submit agreed unit price letter(s) and/or Force Account Bill(s).
Engineer's Pay Estimate	BLR 13230	1	Final pay estimate is to be submitted within 1 year of completion of work.
Commitment List		1	In accordance with Chapter 10 of the BLRS Manual,
Reimbursement Requests	BLR 5620	1	Submit the attachments as required by BLRS Manual Chapter 5-10. For TBP projects submit attachments with letter requesting funds.
Material Certification Letter		1	See Attachment B
Final Report for Expenditures.	BLR 13510	1	To be submitted within 1 year of final inspection.

ATTACHMENT B

DU PAGE COUNTY AGREEMENT OF UNDERSTANDING
FOR MAINTENANCE AND CONSTRUCTION
MATERIAL CERTIFICATION LETTER

Date: _____

Regional Engineer

RE: County DuPage

Section _____

Route _____

Contractor _____

Dear Sir/Madam:

This letter is to certify:

The results of the tests on acceptance samples indicate the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in close conformity with the approved plans and specifications.

The Method of Acceptance with the appropriate Evidence of Materials Inspection for the materials incorporated in the construction work have been retained in the project records and are available for the Department to review.

☐ Exceptions to the plans and specifications are explained on the attached sheet.

-OR-

☐ There are no Exceptions.

(Check the appropriate statement)

Sincerely,

_____
William C. Eidson, PE
DuPage County Engineer

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

File #: DT-R-0092-23 **Agenda Date:** 11/7/2023 **Agenda #:** 23.B.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND THE MORTON ARBORETUM
FOR THE ILLINOIS PRAIRIE PATH ENHANCEMENT PROJECT
(COUNTY TO BE REIMBURSED UP TO $10,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") has secured funding from the Morton Arboretum (hereinafter referred to as the "ARBORETUM"), to remove invasive understory growth and replace them with native oak trees, along a section of the Illinois Prairie Path (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT presents an opportunity to improve the health of oak ecosystems on the DuPage County regional trail network where mature White and Red Oaks are established; and

WHEREAS, the COUNTY has secured grant funding in the amount of $10,000.00 from the ABORETUM; and

WHEREAS an Agreement (hereinafter referred to as "AGREEMENT") has been prepared and attached hereto, which outlines the financial participation of the parties related to the costs for the PROJECT and their participation in and maintenance of the PROJECT; and

WHEREAS, said AGREEMENT must be executed before eligible reimbursable costs for the PROJECT can be requested.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest the referenced AGREEMENT with the ARBORETUM; and

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

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

CONTRACTOR AGREEMENT

DuPage County (the "Contractor") and The Morton Arboretum, a trust duly created and validly existing under the laws of the State of Illinois (the "Customer") have executed this Contractor Agreement (the "Agreement") as of the _____.

1. SCOPE OF WORK. The Contractor shall furnish all of the material and perform all the work as set forth on Exhibit A attached hereto (collectively, the "Services"). The Contractor shall perform the Services with the highest professional standards as practiced by members of the professional community and as expeditiously as is consistent with such professional skill and care. The Contractor shall maintain a sufficient staff to perform the Services in the most expeditious and economical manner consistent with the interests of the Customer. The Contractor shall promptly notify the Customer immediately in writing: (i) of any information required from the Customer so the Contractor can complete the Services in a timely manner; and (ii) of any work requested by the Customer that is not included in the scope of work provided in Exhibit A. Time is of the essence under this Agreement.

2. TIME FOR COMPLETION. The Services shall be commenced no later than December 2, 2023 and shall be completed no later than June 30, 2024.

3. PAYMENT TO CONTRACTOR.

   a. The Customer shall pay the Contractor for the Services properly performed under this Agreement. The Services shall be billed as set forth in Exhibit B and in no event shall the total amount due to the Contractor under this Agreement exceed the total contract sum set forth in Exhibit B, without the Customer's prior written approval. The statements will be based upon the Contractor's services completed at the time of billing on the basis of actual work performed. The Customer shall make payments to the Contractor thirty (30) days after receipt of the Contractor's statements properly submitted provided the Contractor is not in default hereunder and otherwise in compliance with its obligations. Statements shall detail "Previous Amount Billed," and "Balance of Contract Outstanding."

   b. In the event of termination by the Customer as hereinafter provided, the Contractor shall be paid for services properly rendered prior to termination.

   c. The Contractor shall secure, at its own cost, any building permit and the Contractor shall secure at its own cost other such permits, inspections, licenses, and approvals as may be required under all applicable building codes, ordinances, laws or regulations for the Work.

   d. No payment to the Contractor, nor any acceptance, occupation, or utilization of the Services or any part thereof by the Customer shall relieve the Contractor of liability for defective materials, or for failure complete the Services as required herein.

4. COMPLIANCE WITH LAWS AND TAXES. The Contractor shall comply fully with all applicable federal, state and local laws, codes and regulations applicable to the Services. The Contractor shall pay employment and payroll taxes and contributions now or hereafter with respect to all persons employed by the Contractor.

5. LABOR AND MATERIALS. The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance in completion of the Services (including paying for any services or work subcontracted out by Contractor to subcontractors). Any material delivered in connection with the Services shall become the property of the Customer and shall not be removed without the consent of the Customer. To the extent not the property of Owner pursuant to the foregoing, the Contractor shall remove all debris, equipment and materials from the location where the Services are being provided and leave such area in a clean condition.

6. COMPLIANCE WITH THE CUSTOMER'S RULES AND REGULATIONS. The Contractor and all of its agents, employees or others acting by, through or under the Contractor at the property of the Customer shall be subject to the same rules and regulations and standards required of the Customer's employees and otherwise subject to rules and regulations imposed by the Customer from time to time on third party vendors and contractors. Attached hereto as Exhibit C are Customer's current rules and regulation, which rules and regulations may be updated from time to time by Customer upon written notice to Contractor. To the extent the Contractor or agents, employees or others acting by, through or under the Contractor does not comply with the foregoing, the Customer reserves the right to remove such party from the Customer's property without liability to the Contractor.

7. REPRESENTATIONS OF THE CONTRACTOR. The Contractor represents and warrants that all materials used in connection with the Services shall be new or repaired as indicated and all workmanship and materials used in the Services shall be of good quality, free from faults and defects and in conformity with the requirements herein.

8. INDEMNIFICATION AND INSURANCE.

a. The Contractor hereby agrees to indemnify and hold the Customer, its trustees, officers, agents, employees, and any other parties designated by the Customer (the Customer, its trustees, officers, agents, employees any other parties designated by the Customer hereinafter collectively called the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnities may incur arising out of, or occurring in connection with, the acts or omissions by the Contractor of its duties and obligations under or pursuant to this Agreement.
b. The Contractor shall procure, at no expense to the Customer, the insurance coverages set forth in Exhibit D attached hereto and made a part hereof.

9. TERMINATION. The Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to the Contractor. In the event this Agreement is terminated pursuant to this paragraph, the Contractor shall be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Customer. The Customer shall have no liability to Contractor beyond the date of termination.

10. LIENS. Upon the Customer's request, the Contractor and all of its subcontractors (as well as any suppliers which have the right to file a lien against Customer's property) shall submit mechanics' lien waivers in form acceptable to the Customer with each statement for services rendered.

11. DOCUMENTS. All documents, drawings and surveys (including those in electronic form) prepared by the Contractor pursuant to this Agreement are the property of the Customer. It is expressly understood and agreed that the Customer shall have the right to utilize such documents, drawings and surveys in the event the Customer expands the scope of Services, corrects any deficiencies, or makes any repairs or renovations to the work completed by the Contractor.

12. CHANGES IN SCOPE OF WORK. The Customer may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions, but no such work shall be performed unless and until such change is in writing and signed by the Customer and agreed to in writing by the Contractor.

13. NOTICES. All notices, requests, reports and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand or nationally recognized overnight courier service or commercial messenger service or sent by registered or certified mail, return receipt requested), addressed as follows:

a. If to the Customer:

THE MORTON ARBORETUM
4100 IL Route 53
Lisle, Illinois 60532-1293
Attention: Lydia Scott
lscott@mortonarb.org

b. If to the Contractor:

DuPage County Division of Transportation
421 N County Farm Rd, Rm 2-300
Wheaton, IL 60187

Attention: Sidney Kenyon

Contact information:
Office phone: 630-407-6897
Mobile phone: 630-386-7219
Email: sidney.kenyon@dupagecounty.gov

Any notice, request, demand or other communication hereunder shall be deemed to have been given on: (x) the day on which it is delivered by receipted hand or such commercial messenger service or nationally recognized overnight courier service to such party at its address specified above, or (y) on the third business day after the day deposited in the mail, postage prepaid, if sent by mail. Any party hereto may change the person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

14. ATTORNEYS' FEES. In any action at law or in equity to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

15. SUCCESSORS AND ASSIGNS. The Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Customer, which consent may be withheld in the Customer's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

17. ENTIRE AGREEMENT; CONFLICT. This Agreement represents the entire agreement between the Contractor and the Customer and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Customer and the Contractor. In the event of a conflict between this Agreement and a proposal from Contractor, this Agreement shall control.

18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

19. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted

in accordance with, the internal laws of the state of Illinois.

20. WAIVER OF TRIAL BY JURY. The customer and the contractor mutually hereby Knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any claim based hereon, arising out of, under or in connection with this agreement.

21. LIABILITY OF BOARD OF TRUSTEES. The Contractor agrees that no member of the Board of Trustees and no officer, agent or employee of the Customer shall be personally or individually liable on any representation, warranty, covenant, undertaking or agreement herein contained or in any instrument, notice, attestation, certificate or other document issued hereunder or in connection herewith, any such liability being hereby waived and released.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year as above written.

THE CUSTOMER:

THE MORTON ARBORETUM

By: _____

Print Name: _____

Title: _____

THE CONTRACTOR:

By: _____

Print Name: Deborah A. Conroy

Title: Chair, DuPage County Board

Exhibit A

Scope of Work Includes the Request for Proposal, Proposal, and Summary Table.

2023 Oak Ecosystem Conservation Community Projects Application

General Instructions

- This RFP is meant to be a simple straightforward RFP.
- Responses to questions should be concise and to the point. Lengthy narrative is not necessary.
- Grant contact: Lydia Scott at lscott@mortonarb.org or 630-719-2425.
- Please do use an 11 or 12 pt. font.
- Please complete each page of this application.
- Submit your application electronically. No hard copies will be accepted unless you contact Lydia Scott at lscott@mortonarb.org or 630-719-2425 to make specific arrangements.
- **Applications are due August 15, 2023, - no later than 5:00 p.m.**

Exhibit A

Applicant Background Information

Organization Name	DuPage County		
Applicant Contact Information			
Name	Sidney Kenyon	**Title**	Sr. Transportation Planner
Mailing Address	421 N County Farm Rd, Rm 2-300, Wheaton IL 60187		
Email	sidney.kenyon@dupageco.org	**Phone Number**	630-407-6897
Project Supervisor (if different)		**Title**	
Email		**Phone Number**	
Additional information (as needed):			

Project Description (max. 300 words)

A concise straightforward project is described and is in alignment with the RFP goals.

Please see attachment

Exhibit A

Project Description

The Illinois Prairie Path Enhancement Project consists of a two-stage invasive species eradication and replanting project along the IPP in the West Chicago area. In partnership with the Illinois Prairie Path Not-for-Profit (aka IPPc), the County will address a targeted area to remove entrenched invasive understory growth that has impeded seeding and growth of native oak species and oak habitat. The County would lead the first stage, which would be an invasive species removal effort taking place in the Fall/Winter of 2023. The second stage, led by IPPc members, would be a replanting effort in Spring 2024 focused on native oak trees. County would collaborate with partners to produce educational content to promote via social media platforms. County would amplify educational messages from established institutions such as Morton Arboretum and the Forest Preserve District of DuPage County to share information about removing buckthorn and bolstering oak ecosystems.

DuPage County will hire an expert team of ecosystem restoration technicians to implement Stage 1. Technicians are expected to remove the primary targets of buckthorn and honeysuckle from the east and west sides of the Prairie Path during the first stage. Invasive targets other than the primaries will also be eradicated. Within 24-48 hours following the completion of the removal effort, technicians will paint the cut stumps with an herbicide such as Triclopyr 4 or similar to reduce resprouts.

Stage 2 will involve the volunteer activities, led by IPPc. IPPc volunteers will plant oak trees in an ecologically sound manner to replace the removed invasive species. Siting for new trees will take into consideration distance from mature trees, power lines, and growing conditions. Trees will be selected from the following list: Bur oak, Red oak, and White oak. Following the planting event, technicians will continue to assist DuPage County annually with maintenance of the plantings at the planting event location.

Exhibit A

Work Plan and Timeline (Max. 1,000 words)

Please provide a concise summary of how the work will take place. You may group activities by month or by quarter, as appropriate. You are welcome to create a numbered or bulleted list, or use the one below as a template. Include the following, as applicable.

- Implementation – which steps are needed to successfully complete the project
  - Who from your organization, or contracted, will be involved
  - What needs to be accomplished
  - When and how this work will take place
- Finalizing the project & beyond
  - Final report / invoicing
  - Who, what, when, and how the project will be maintained in the future

Please see attachment

Exhibit A

Work Plan and Timeline

Implementation Key Needs:

- Landowner: DuPage County, through its Division of Transportation
    - Partners: Stormwater Management, Facilities Management, Illinois Prairie Path Not-for-Profit
- Project location: Illinois Prairie Path Elgin Branch, west of Diversey Parkway and Wiant Rd
    - Target area: 2 acres
    - Length of path in area: about 720 feet
- Proposed tree species:
    - White oak
    - Bur oak
    - Red oak
- Tree specs:
    - Container grown, preferably 10-15 gallon tree bags
    - Tree diameter approximately 1 inch caliper or less
- Invoicing and billing responsibility: DuPage County
    - Sidney Kenyon, Senior Transportation Planner: primary contact

Timeline:

Fall 2023

- Hire environmental technicians
    - Final site assessment
    - Submit scope of work
    - Identify key considerations of the project—both stages 1 and 2
- Schedule removal event
    - Target removal date: before March 1, 2024
- Conduct removal
    - Cut existing woody vegetation down to stump
    - Apply herbicide to stumps
    - Restoration with native woodland seed where needed

Winter 2023-24

- Coordinate with Prairie Path Not-for-Profit
    - Publicize volunteer opportunity
    - Gather volunteers for the Spring planting event
- Publicize efforts
    - Schedule pictures, press releases, and/or social media blasts coinciding with Spring planting event
    - Determine means of publicizing to general public
- Schedule Spring event
    - Target planting date: after April 1, 2024, by May 31st, 2024
- Order trees

Exhibit A

Spring 2024

- Coordinate delivery of supplies and trees to site
- Conduct Spring planting event
- Publicize planting completion
    - Process and post film onto agency websites
    - Publicize among County partners
- Spot treat woody resprouts by June 2024
- Close out project by June 30, 2024

Completion

Future Management 2024-26

- Maintenance: DuPage County
    - County will continue to contract with ENCAP to water and monitor trees through duration of tree establishment period

Exhibit A

Project Goals (max. 750 words)

Explain how your proposal will benefit the following:

1. Improve the health of oak ecosystems, e.g. reduce invasive species, expanded native species, etc.
2. Educate the public as to the impacts and management of invasive species.
3. Engages the public in a volunteer and/or training opportunity.
4. Describe your organization's commitment to the project.

Please see attachment

Exhibit A

Project Goals

The Illinois Prairie Path Enhancement Project presents an opportunity to improve the health of oak ecosystems on the DuPage County regional trail network. Mature White and Red oaks are established in the proposed project area. Removal of monocultured invasive species such as buckthorn and honeysuckle would reduce competition for oak seedlings, thereby allowing the oak ecosystem to expand and thrive. It is widely known among ecologists that invasive species like buckthorn exert a chemical impact on soils that can discourage other species from growing and maturing nearby. Invasive species that develop into a monoculture can also choke out native species. Removal of buckthorn would represent an improvement to soils, the ecosystem, the viability of oak and other tree species, and improve the general ecology of the ecosystem.

The replanting effort the following Spring will leverage a longstanding relationship with a well-established group of passionate volunteers. In fact, without the founders of the Illinois Prairie Path Not-for-Profit there would be no Prairie Path, as they coordinated the construction and maintenance of the original rail-trail when it was established in the 1960s. Since then, DuPage County has taken on an expanded role as a maintainer and landowner, but IPPc's volunteers continue to find ways to involve their extensive network in the beautification and enhancement of the Prairie Path. IPPc's volunteers are eager to participate in events that benefit the trail ecosystem, including plantings and/or invasive species removals. The planting effort will be another partnership in a long history of collaboration between the County and IPPc to improve the trail user experience.

This opportunity for invasive species removal and tree planting represents the beginning of a new direction for DuPage County's Division of Transportation (DuDOT). Currently, DuDOT is in the process of developing a new plan for maintenance, operation, and enhancement of the DuDOT-operated regional trail network. The DuPage Trails Plan will recommend that DOT staff take on a leadership role in stewarding the development and management of the trail ecosystem through an adaptive management approach. DuDOT is committed to not only the eradication of invasive species but also partnering with other organizations to replace removed invasives with native species. In addition, DuDOT is further committed to developing departmental expertise while leveraging established experts to ensure that invasive species removal is carried out effectively. DuPage County employees who are certified arborists will be involved in key decisions that will positively affect the outcome of removals and plantings. Staff will collaborate with the proper experts to ensure guidelines are followed and planted trees will thrive.

Partnering with IPPc will support the distribution of traditional media, social media, and other materials that celebrate proposed invasive species removal and replanting efforts. Countywide, residents and visitors are generally concerned about the health of native ecosystems and have inquired with the County and IPPc board members about ways they can either learn more or participate in invasive species removal efforts. By leveraging the County and IPPc together, we can produce content that would indicate the importance of invasive species removal and the positive impact that it would have on the trail network. Further, distribution of that content to a wide audience could generate additional interest in volunteerism and trail advocacy to continue to support the health of the DuPage County trail network into the foreseeable future.

Exhibit A

Budget Worksheet Please see attachment

Item	Unit Cost	Total Cost
Personnel / Staff Labor Costs		
Fringe Benefits		
Sub Total		
Contracted services		
Sub Total		
Materials (Include any trees, shrubs, soil, mulch, etc. List items by unit cost.)		
Sub Total		
Other (Please identify/explain the expense.)		
Sub Total		
Grand Total		

Exhibit A

Attachment: Proposed Budget

Estimated Budget	
Contracted Services (establishment)	**$7,970**
Materials	
Trees	$1,000
Mulch	$100
Gatorbags	$150
Total Materials	**$1,250**
Total Materials plus Contracted Services	**$9,220**

TOTAL PROJECT COST for grant requirements (quantities set to 2 acre site with 10 trees)

Task	**Cost**	**Unit**	**Quantity**	**Total**
Installation	$7,950	Year	1	$7,950
Establishment through June, 2024	$1,270	Year	1	$1,270
TOTAL GRANT				**$9,220**

Exhibit A

Budget Narrative (Do not exceed one page)

Simply explain and justify the items in your budget.

Please see attachment

Exhibit A

Budget Narrative

The proposed project scope involves contracted services through the County's on-call environmental contractor. The scope of work assumes that the contractor would perform invasive species removal for an area of 2 acres. Unit costs for clearing are scaled to a per-acre cost. Included in the costs are mulch and bags for the trees. Scope of work includes replanting of 10 trees in the 2-acre plot.

Contracted services make up the majority of the proposed budget, totaling $7,950. Approximately $6,700 are spent on selective clearing, at the cost of $3,350 per acre. The total materials cost is estimated to be approximately $1,250. Two yards of mulch would be needed for ten trees, which is expected to cost approximately $50 per yard. At a cost of $15 per bag, 10 total bags for trees are estimated to cost $150. The total cost of the project is estimated to be $9,200.

Volunteer services will be no cost to the County or its partners. Volunteers would be expected to provide their own hand tools including but not limited to shovels, spades, pruning shears, loppers, and other necessary equipment to successfully plant trees and cover them with mulch and topsoil. Volunteers will also be expected to provide their own personal protective equipment, including but not limited to gloves, glasses, proper footwear, and any other desired protective gear.

Exhibit A

Tree and Shrub Maintenance Agreement

This Tree and Shrub Maintenance Agreement between The Morton Arboretum (Arboretum) and DuPage County (Partner) certifies that the Partner will provide customary and reasonable tree and shrub care and maintenance at least three years post planting.

The Partner is responsible for mulching and watering the trees and shrubs appropriately for three years to enable trees and shrubs become fully established and thrive. Following are the Partner's responsibilities:

1. During the growing season approximately 10-15 gallons of water or 1" of water should be applied once weekly to the root ball of newly planted trees and shrubs unless adequate soil moisture is present.
2. A 3" – 4" layer of organic, wood chip mulch will be maintained in a circular area around the base of the trees or shrubs that is at least 3 feet in diameter, taking care that the mulch does not touch the trunk of the trees or shrubs.
3. All tags, rope, and wire will be removed.
4. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees.
5. If trees are staked, stakes will only be used in windy locations and will be removed after one year.
6. All trees and shrubs will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

I certify that, according to the above, I will comply with these requirements.

TREE PARTNER/RECIPIENT NAME DuPage County

PLEASE PRINT NAME Sidney Kenyon DATE 8/15/2023

If you would like tree care tips or tree related information please provide your email below:

_____

Exhibit A

Attachment: Project Area

Total Area: 2 Acres

Prepared by DuPage County
August 1639

Exhibit B

Payment of Fees Schedule

Payment shall be provided as requested by DuPage County, on completion of all grant requirements.

Total contract amount under this agreement may not exceed $10,000.

Exhibit C

Rules and Regulations

- Smoke and Tobacco Use: Smoke and tobacco use is allowed in specifically designated areas. If not designated, smoking and tobacco use is prohibited on the grounds.
- Alcohol and Drug Free Workplace: The use of alcohol and illegal drugs is expressly forbidden on Arboretum property.
- Mutual Respect: Requires an environment free of bullying and harassment.
- Ethics: Ethical conduct is expected at all times.
- Safe and Peaceful Workplace: The Arboretum has zero tolerance for violence in the workplace and strictly prohibits weapons on Arboretum property.

Exhibit D

Required Insurance Coverages

DuPage County is self-insured and does not purchase insurance on a case-by-case basis. DuPage County shall require that DuPage County sub-contractors and consultants who enter onto Customer property pursuant to this Agreement shall purchase and maintain insurance coverage which will satisfactorily insure DuPage County and, where appropriate, the Customer against claims and liabilities which may arise out of the use of the Agreement areas. Such insurance shall be issued by companies licensed to do business in the State of Illinois. The insurance coverage shall be maintained in force until DuPage County has accepted the completed work within the Agreement areas.

DuPage County sub-contractor(s) are required to provide the following coverage:

(A) Workers' compensation insurance in statutory amounts.

(B) Employer's Liability Insurance in an amount not less than $1,000,000.00 each accident/injury and one million dollars $1,000,000.00 each employee/disease.

(C) Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than $3,000,000.00 aggregate; including limits of not less than $2,000,000.00 per occurrence, and $1,000,000.00 excess liability.

(D) Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least $1,000,000.00 for any one person and $1,000,000.00 for any one occurrence of death, bodily injury or property damage in the aggregate annually.

(E) Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least $1,000,000.00 per incident / $2,000,000.00 aggregate during the term of this Agreement and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this Agreement. The sub-contractor(s) shall provide DuPage County endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this Agreement.

(F) The coverage limits required under paragraphs C and D above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the sub-contractor(s) shall be provided by an insurance company acceptable to DuPage County, and except for the insurance required in paragraph E, licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to DuPage County except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to DuPage County.

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

File #: 23-3590 **Agenda Date:** 11/7/2023 **Agenda #:** 23.C.

DT-R-0079A-23

RESCISSION OF LOCAL PUBLIC AGENCY AGREEMENT
APPROVED PER DT-R-0079-23
AND APPROVAL OF REVISED LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 9/LEMONT ROAD (83RD STREET TO 87TH STREET) AND
CH 31/87TH STREET (HAVEN DRIVE TO LEMONT ROAD)
SECTION 16-00232-00-CH
(ESTIMATED COUNTY COST $1,747,782.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0079-23 on August 22, 2023, authorizing the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) to enter into a Joint Funding Agreement for Construction Work for Federal Participation ("ORIGINAL AGREEMENT") for improvements to CH 9/Lemont Road (83rd Street to 87th Street) and CH 31/87th Street (Haven Drive to Lemont Road), Section 16-00232-00-CH (hereinafter referred to as IMPROVEMENT); and

WHEREAS, Resolution DT-R-0079-23 estimated construction cost for the IMPROVEMENT was $6,900,000.00 and the estimated cost to the COUNTY was anticipated to be $1,541,000.00 and the cost to the STATE was anticipated to be $5,359,000.00; and

WHEREAS, subsequent to Resolution DT-R-0079-23 being approved by the COUNTY and the COUNTY signing the ORIGINAL AGREEMENT, but, prior to the STATE signing the ORIGINAL AGREEMENT, the estimated construction cost was reassessed, and the total estimated cost of construction is now estimated to be $7,106,782.00 and the increased COUNTY share is $1,747,782.00 with no change to the STATE's share; and

WHEREAS, the COUNTY revised the Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as AGREEMENT) that is attached to this resolution to reflect the change in the total estimated construction cost and COUNTY share; and

WHEREAS, the DuPage County Board finds that it is in the best interests of the COUNTY to rescind the ORIGINAL AGREEMENT (essentially, a legal offer to the STATE) approved by the DuPage County Board per Resolution DT-R-0079-23 and to approve the revised AGREEMENT, and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the construction cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board rescinds Resolution DT-R-0079-23 and its offer in the ORIGINAL AGREEMENT between the COUNTY and the STATE and replaces it with this revised Joint Funding Agreement for Construction Work for Federal Participation attached hereto; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, the referenced AGREEMENT with the STATE; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Illinois Department of Transportation

Joint Funding Agreement for Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
DuPage County	DuPage	16-00232-00-CH

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	08-20-0026

Construction

State Job Number	Project Number
C-91-081-21	X6UK(066)

☒ State-Let Construction ☐ Locally Let Construction ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Lemont Rd	FAU 2612 (CH 9)	1.651 mi.	3.7	4.2

Location Termini: 83rd St to 87th St

Current Jurisdiction	Existing Structure Number(s)
DuPage County	N/A

Add Location Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
87th St	FAU 3580 (CH 31)	0.5 mi	0.3	0.8

Location Termini: Havens Dr to Lemont Rd

Current Jurisdiction	Existing Structure Number(s)
DuPage County	N/A

Add Location Remove

PROJECT DESCRIPTION

Intersection improvements and traffic signal modifications to both the 83rd Street and 87th Street intersections.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month. Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment. Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
    c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
    a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
    b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions

2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☐	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature | Date

The above signature certifies the agency's TIN number is

366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

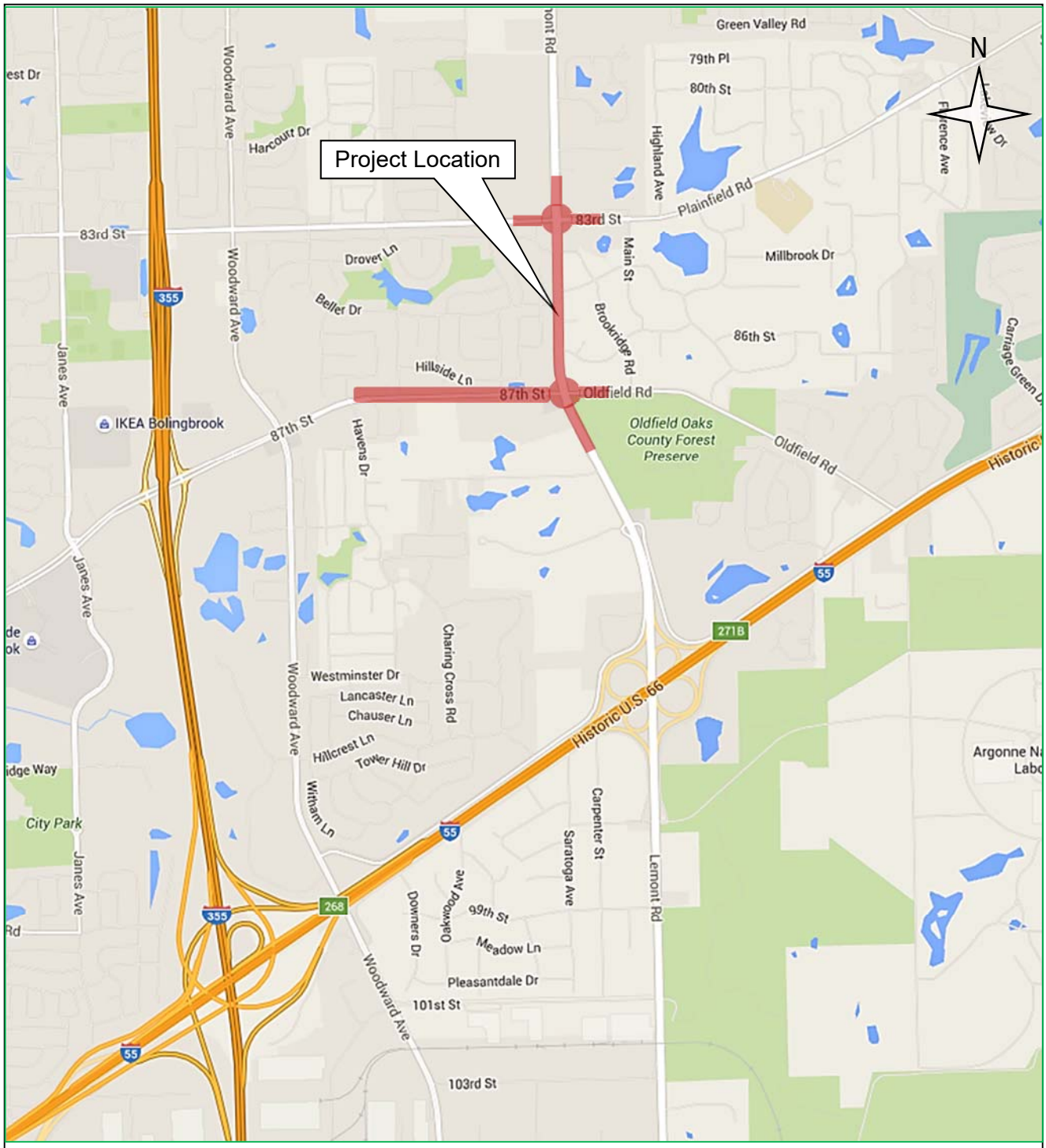
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.



ROADWAY FUNCTION CLASSIFICATION:

Lemont Road – Minor Arterial

87th Street – Minor Arterial

83rd Street – Minor Arterial

Oldfield Road – Minor Collector

DuPage County Division of Transportation

Lemont Rd
87th Street to 83rd Street

PROJECT LOCATION MAP

Not to Scale Date: 10/9/2017

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
DuPage County	DuPage	16-00232-00-CH	C-91-081-21	X6UK(066)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$5,359,000.00	*				Local	$1,747,782.00		$7,106,782.00
	Total	$5,359,000.00		Total			Total	$1,747,782.00		$7,106,782.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FWHA (STU) participation 80% of construction (not to exceed $5,359,000.00).

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY	SHIP TO ADDRESS	RESOLUTION NUMBER
	DuPage County Division of Transportation (NAME)	Same (NAME)	
	421 N. County Farm Road (ADDRESS)	(ADDRESS)	
11/02/2023 (DATE)	Wheaton, IL 60187 (CITY, STATE, ZIP)	(CITY, STATE, ZIP)	

PL	COMPANY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10604	11/30/2028	11/30/2031	Wheaton, IL

FY-ACCT UNIT-ACCT CODE-ACT CODE	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY24-1500-3550-54050	-LEMONT83RD-87TH			Improvements along Lemont Road (83rd Street to 87th Street)		136,945.50
LN2-FY24-1500-3649-54050	-LEMNT_83_87			and 87th Street (Haven Drive to Lemont Road).		300,000.00
LN3-FY25-1500-3550-54050	-LEMONT83RD-87TH			Section 16-00232-00-CH		873,891.00
LN4-FY26-1500-3550-54050	-LEMONT83RD-87TH					436,945.50
					TOTAL	$1,747,782.00

VENDOR

Treasurer State of Illinois, Illinois Department of Transportation, Room 322 Harry R. Hanley Bldg, 2300 S. Dirksen Parkway, Springfield, IL 62764

COMMITTEE APPROVAL	DATE
Transportation	11/07/23
County Board	11/14/23

DOT TO ISSUE FORMAL NTP UPON APPROVAL

DO NOT SEND PO

HEADER COMMENTS

*****DOT-IDOT 16-00232-00-CH *****

Signature on File 11/2/23
DATE

1652

FORM PR770 REV. 1193

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

File #: DT-P-0103-23 **Agenda Date:** 11/7/2023 **Agenda #:** 23.D.

LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
PROFESSIONAL PRELIMINARY ENGINEERING SERVICES
EAST BRANCH DU PAGE RIVER TRAIL
FROM BUTTERFIELD ROAD (IL 56) TO ILLINOIS PRAIRIE PATH (IPP)
SECTION 23-00002-08-BT
(CONTRACT TOTAL NOT TO EXCEED $1,499,997.00;
COUNTY TO BE REIMBURSED UP TO $1,200,000.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et. seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et. seq.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Preliminary Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section 23-00002-08-BT; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional preliminary engineering services, and is willing to perform the required services for an amount not to exceed $1,499,997.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and the Professional Services Selections Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Christopher B. Burke Engineering, Ltd. be hereby accepted and approved for a contract total not to exceed $1,499,997.00 and that the Chair of the DuPage County Board is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest the referenced AGREEMENT; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $1,499,997.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $1,499,997.00
	CURRENT TERM TOTAL COST: $1,499,997.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Christopher B. Burke Engineering, LTD.	VENDOR #: 10234	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Emily Anderson	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: eanderson@cbbel.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional Phase I Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT, for the period November 14, 2023 through June 30, 2026, with a contract total not to exceed $1,499,997.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The Professional Phase I Engineering Services will evaluate alternate alignments of the East Branch DuPage River Trail (EBDRT) from the IPP to Butterfield Road (IL 56). Final alignment to be determined as part of the Phase I study.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest for preliminary and design engineering were sent to firms throughout the industry. Statements of Interest were received from 27 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub consultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, LTD, (CBBEL) was the most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Christopher B. Burke Engineering, LTD. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Christopher B. Burke Engineering, LTD, is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: Christopher B. Burke Engineering, LTD.	Vendor#: 10234	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 9575 W Higgins Road, Suite 600	City: Rosemont	Address:	City:
State: IL	Zip: 60018	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Jun 30, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		23-00002-08-BT	FY24	1500	3500	54040	EBDRT_56_ IPP	800,000.00	800,000.00
2	1	EA		23-00002-08-BT	FY25	1500	3500	54040	EBDRT_56_ IPP	699,997.00	699,997.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 1,499,997.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Phase I Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last Invoice Date 11/30/26.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
DuPage County	DuPage	23-00002-08-BT	P-91-047-23

Project Number	Contact Name	Phone Number	Email
RI01(338)	Sidney Kenyon	(630) 407-6897	sidney.kenyon@dupageco.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
East Branch DuPage River Trail		4.3 miles	022-0181, 022-0542

Location Termini: Butterfield Road (IL 56) to Illinois Prairie Path (IPP)

Add Location / Remove Location

Project Description: Construction for a segment of the regional bike path, East Branch DuPage River Trail (EBDRT) from the Illinois Prairie Path (IPP) to Butterfield Road (IL 56). Final alignment to be determined as part of the Phase I Study.

Engineering Funding: ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other TBD

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Engineering	Emily Anderson	(847) 823-0500	eanderson@cbbel.com

Address	City	State	Zip Code
9575 West Higgins Road, Suite 600	Rosemont	IL	60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

☒ Location Map

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
    (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
    (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
    (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

   AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

    (a) Publishing a statement:
        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
        (2) Specifying actions that will be taken against employees for violations of such prohibition.
        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
    (b) Establishing a drug free awareness program to inform employees about:
        (1) The dangers of drug abuse in the workplace;
        (2) The grantee's or contractor's policy of maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering	36-3468939	$1,452,672.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Testing Services Corporation	35-0937582	$47,325.00
	Subconsultant Total	$47,325.00
	Prime Consultant Total	$1,452,672.00
	Total for all work	$1,499,997.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type: County of Local Public Agency: DuPage County

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: DuPage County

Local Public Agency Type: County Clerk

Title: Chair, DuPage County Board

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Christopher B. Burke Engineering

By (Signature & Date)

By (Signature & Date)

Title

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

EXHIBIT A
SCOPE OF SERVICES

FOR FEDERAL PARTICIPATION PROJECTS

See attached scope of services.

East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering Study – Scope of Services

Project Overview

The following provides the proposed scope of services for Christopher B. Burke Engineering, Ltd. (CBBEL) to complete Phase I Engineering on behalf of the DuPage County Division of Transportation (County) for the East Branch DuPage River Trail (EBDRT) from the Illinois Prairie Path (IPP) to Butterfield Road (IL 56), a distance of approximately 4.3 miles. Phase I Engineering will be completed in accordance with federal project development procedures and coordinated through IDOT-District One Bureau of Local Roads and Streets (IDOT-BLRS) to ensure eligibility for future federal funding opportunities. Phase I Engineering is anticipated to be completed within 24 to 30 months after authorization to proceed.

Phase I Engineering will include an upfront evaluation of alternatives and stakeholder coordination, based on which a preferred alternative will be identified for completion of all required Phase I Engineering plans, analysis, and reports. The scope of services and level of effort required to complete Phase I Engineering, as described herein, are based on selection of a western alignment as the preferred alternative. However, if an eastern alignment is selected as the preferred alternative, the scope of services and level of effort can be adjusted accordingly, provided the preferred alternative is selected at the conclusion of the concept alternatives evaluation as described in Task 3 and contingent upon any unforeseen project elements such as length of boardwalk and number of bridges requiring TSLs, etc.

Scope of Services

For purposes of preparing the work hour estimate and cost proposals for Phase I Engineering, the following assumptions are incorporated into the scope of services:

- Phase I Engineering will be completed based on the results of the previous EBDRT Feasibility Study (i.e., Alignment Study) completed by DuPage County (County) in December 2021. As part of the Alignment Study, a preferred alternative was identified from IPP to Roosevelt Road (IL 38), with finalist alternatives identified from IL 38 to Butterfield Road (IL 56).
- The required level of effort to complete Phase I Engineering is dependent on the extent of new or modified structures (widen existing bridges, new crossings of the East Branch DuPage River (EBDR), elevated boardwalks, retaining walls) that will be part of the EBDRT and the associated hydraulic analysis and reports, bridge structures reports, and Type, Size and Location (TSL) drawings (and associated geotechnical investigations) that IDOT will require to be completed as part of Phase I Engineering. Phase I Engineering will include an upfront evaluation of alternatives and stakeholder coordination, based on which a preferred alternative will be identified for completion of all required Phase I Engineering plans, analysis, and reports.
- It is assumed that the Forest Preserve of DuPage County (FPDDC) will provide a letter of non-participating co-sponsorship for the project and therefore it is assumed that Section 4(f) or Section 6(f) documentation for placement of the EBDRT on FPDDC holdings will not be required.
- Staged construction/implementation of the EBDRT may occur, which will be evaluated as part of Phase I Engineering and identified in the Phase I Project Development Report.
- Completion of Phase I Engineering will be documented in a Project Development Report (PDR) that is anticipated to be a Categorical Exclusion Group II (Federal CE, IDOT BLRS Form 22210)

based on the potential for in-stream work and environmental impacts associated with waters of the US/wetlands, East Branch DuPage River (EBDR) floodway/floodplain, tree removal, etc.

On the above basis, the detailed scope of services required for completion of Phase I Engineering is as follows:

Task 1 – Data Collection and Compilation

CBBEL will collect and review additional data required for completion of Phase I Engineering. Since some data has already been collected as part of the previous Alignment Study for much of the corridor, this task is focused on supplementation and updating existing data. This data will include, but is not limited to, the following:

- Socio-economic and environmental data, including waters/wetland boundaries, floodplains, floodways, other environmental sensitive areas and resources (biological, cultural) as available, property boundaries and types, current aerial photography, utility information, existing structures information, and all other available information that will assist with developing and evaluating concept level alternatives.
- USGS Hydraulic Atlas maps
- EBDR FEMA model
- Existing roadway plans (IDOT, DuDOT, Glen Ellyn as applicable)
- Wastewater Treatment Plans and new parcel acquisition
- Existing bridge plans and inspection reports
- Available cross street traffic data from IDOT, DuPage County, and others as available.
- Cross street and nearby intersection crash data (as applicable)

The collected data will be compiled and added into the project Geographical Information System (GIS) database of the project area for use in evaluating project alternatives and preparing project exhibits. The GIS database will be updated throughout the project development process as information changes and as new information becomes available.

Task 2 – Survey

A full topographic survey and stream survey (as required for hydraulic analysis/reports) will be completed for the identified EBDRT Preferred Alternative. Once the Preferred Alternative is determined, the survey will establish the Preferred Alternative centerline or baseline and include topography within a 100' corridor (50' in each direction). The survey will be correlated to the EBDR FEMA study datum and the County 1' contour mapping datum.

Roadway surveys will be completed for locations where the EBDRT Preferred Alternative will cross or go under or over an existing roadway, and where the proposed alignment goes along IL 53 and IL 38. The roadway survey will be completed 100' in each direction at the EBDRT crossing location.

Stream surveys will be completed at locations where the Preferred Alternative for the EBDRT will cross over the EBDR for completion of hydraulic analysis and reports that will be required as part of the Phase I Study whether for new crossing locations or for modifications of existing crossing locations.

On the above basis, and for purposes of estimating the survey level of effort, the following is assumed to be required:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary horizontal control, tied to the horizontal control for the DuPage County 1' contour mapping.

Vertical Control: CBBEL will perform a level circuit within the above identified survey limits establishing benchmarks and assigning elevations to the horizontal control points, which may be required to support supplemental pickup survey. The elevations will be based on NAVD 88 and correlated to the vertical control for the applicable DuPage River FEMA flood study and tied to the vertical control for the DuPage County 1' contour mapping.

Stream Surveys: Stream surveys are anticipated to be required at the following locations per IDOT requirements for stream crossings:

Anticipated EBDR Hydraulic Reports (contingent upon the preferred alternative IL 38 to IL 56):

- IL 53 at Glen Crest Creek
- IL 53 Underpass, Bridge, and EBDRT floodway from IL 53 to IL 38 (and pedestrian bridge, boardwalk, or berm near midpoint)

Tributary Minor Waterway Crossings:

- Pr. EBDRT NW corner of I-355 and IL 53
- Pr. EBDRT opposite I-355 from Wilson Road
- Pr. EBDRT opposite I-355 from Harrison Road
- Pr. EBDRT opposite I-355 from Madison Street

Structures: Existing structures that may be modified as part of the EBDRT Preferred Alternative will be surveyed for preparation of the required Bridge Condition Report and/or TSL drawings. The anticipated locations for Structure surveys includes the following:

- IL 53 over Glen Crest Creek
- IL 53 over EBDR

Existing Right-of-Way: As noted above, available property line information will be assembled as part of the GIS database. Where gaps exist at the existing or possible new crossing locations, CBBEL will establish the existing right-of-way line based on available plats of highways.

Cross Sections: CBBEL will survey cross sections at 100' intervals within the survey limits.

Tree Survey: All trees greater than or equal to 6-inches diameter at breast height (dbh) within the topographic survey limits will be located and sized as part of the topographic survey. Further evaluation

of tree species, health, and impact/avoidance will be determined as part of Environmental Analysis and Coordination.

Utility Survey and JULIE Coordination: All existing storm and sanitary sewer structures will be surveyed to determine rim and invert elevations and pipe sizes and materials. Construction (materials) and condition of structures will also be documented. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. In addition, CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including watermain, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into a base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE coordination, which is typically limited to public right-of-way and limited areas adjacent to public right-of-way.

Base Mapping: CBBEL will compile all of the above information into one base map at 1”=20’ scale and tied to the existing DuPage County 1’ contour mapping, that is representative of existing conditions for the Preferred Alternative location for use in developing the detailed plan, profile and cross sections for the Preferred Alternative, and for completion of the Phase I Study.

Task 3 – Alternatives Analysis and Preliminary Plans

As noted, a Preferred Alignment has been identified for the EBDRT from IPP to IL 38, whereas multiple alternatives remain from IL 38 to IL 56. A concept level alternatives evaluation (plan only) will be completed for the EBDRT from IL 38 to IL 56 for stakeholder coordination. The alternatives evaluation will build upon the previous alternatives evaluation completed in the Alignment Study, and will focus on feasibility, reasonability, and relative construction cost for public consumption, and in order to identify the Preferred Alignment in this section for preliminary plan development.

The concept level evaluation of alternatives from IL 38 to IL 56 will be based on available DuPage County 1’ contour mapping and build upon results of the previous alignment study. For purposes of estimating the level of effort required, it is assumed that 3 separate and distinct alternative alignments for the EBDRT will be prepared and evaluated for the section from IL 38 to IL 56 for stakeholder coordination:

1. IL 53 from IL 38 to IL 56 (West Alignment)
2. IL 38 to IL 53 to Glenbard to Sunnybrook to Glenbard Wastewater Authority to ComEd ROW to IL 56 (Central Alignment)
3. ComEd Corridor from IL 38 to IL 56 (East Alignment)

After the alternatives analysis from IL 38 to IL 56, a complete set of preliminary EBDRT plans, profiles, and cross-sections will be prepared for the Preferred Alternative as required for completion of Phase I Engineering. Based on previous stakeholder coordination and for purposes of this scoping cost estimate, the west alignment was used for estimating the EBDRT length and number of sheets. The plan and profile sheets for the Preferred Alternative are anticipated to be prepared at 1” = 20’ scale. Cross sections will be prepared at even stations along the EBDRT alignment.

Based on the agreed typical section for the EBDRT, CBBEL will prepare the Phase I plan and profile sheets for the Preferred Alternative showing existing and proposed horizontal and vertical geometry, both along the EBDRT alignment, and along and/or across the cross streets as applicable. Additional proposed cross-sections will be prepared at sensitive locations or near grade-controlling features to determine level of impact and/or to ensure impact avoidance. Cross-sections will be developed utilizing the topographic survey completed by CBBEL and supplemented with DuPage County 1' contour mapping as/if required. Prepared cross-sections will show existing right-of-way (as applicable), existing grade, proposed grade (top surface only) and any (if any) proposed right-of-way and easements where necessary.

This task will also include development of a detailed cost estimate for the Preferred Alternative that will be included in the Phase I Project Development Report. The cost estimate will be established for logical independent sections of the proposed EBDRT improvements that can be implemented in stages over time based on available funding.

Task 4 – Environmental Analysis and Coordination

This work task includes completion of required environmental field review, analysis, and coordination to complete Phase I Engineering in accordance with IDOT and FHWA requirements. Submittal of the Environmental Survey Request (ESR) will be completed as soon as practicable after the Preferred Alternative has been sufficiently identified - so that the environmental survey area is not overly large.

The following work will be completed as part of this task:

Waters of the US/Wetland Delineations: Waters of the US/wetland delineations were previously completed in 2019 and 2020 for portions of the study area as part of the Alignment Study, and one comprehensive letter report was prepared for the entire study corridor from north of St Charles Road to Butterfield Road.

Under the DuPage County Countywide Stormwater & Floodplain Ordinance, wetland boundaries are valid for two years after the date of DuPage County verification. Design approval is anticipated for 2025. Therefore, due to the age of the previous delineation and anticipated date of design approval, an updated waters of the US/wetland delineation will be completed for the revised Phase I Engineering study limits.

An updated environmental field survey of the project area will be completed to determine the limits of any waters of the US/wetlands and to assess wildlife and plant communities. The waters of the US/wetland limits will be field staked and located using a sub-meter accuracy handheld GPS unit for direct inclusion in the project mapping and design files. The current delineation will be completed based on the methodology established by the US Army Corps of Engineers (USACE). Once the Preferred Alignment is determined, CBBEL will contact DuPage County to request a wetland boundary verification site visit. The field visit is expected to take up to two days, plus preparation time and follow-up.

The results of the current waters of the US/wetland field survey will be summarized in a Wetland Technical Report (WTR) that will include the wetlands' generalized quality ratings (according to the Swink and Wilhelm Methodology (1994)), USACE Routine On-Site Data Forms, and exhibits depicting the approximate waters of the US/wetland and project boundaries, National Wetland Inventory, DuPage County Wetland Inventory, Soil Survey, floodplain, and USGS topography. The wetland delineation will be depicted on an aerial photograph along with all data point locations clearly identified.

CBBEL staff will also prepare for and attend up to two (2) coordination meetings with the USACE and/or DuPage County to discuss the results of our wetland field work and wetland permitting approach for the proposed improvements.

ESR Preparation: CBBEL will prepare and submit an Environmental Survey Request (ESR) for the project to IDOT for processing in accordance with IDOT procedures. The ESR submittal will include the required ESR form, exhibits, a photo log of structures (e.g., buildings, bridges/major culverts) adjacent to the project corridor that are a minimum of 40 years old, and an overall corridor photo log. Development of the ESR includes a field visit and a special waste screen. The photo log of structures will be prepared by CBBEL for completion of the cultural resource review. Buildings that are clearly visible on Google Earth Street View will not be included in the photo log. GIS shapefiles of the project study area will also be submitted with the ESR.

It is assumed that any necessary water quality sampling or biological surveys, including threatened and endangered species surveys, will be completed by the State through the ESR process.

Bridge/Structure Bat Assessment: In accordance with the latest Northern Long-Eared Bat (NLEB) guidance from IDOT, CBBEL will complete a Bridge Bat Assessment (BBA) at applicable bridges and -inches) within the ESR limits. For the purpose of this proposal, based on a review of the IDOT Bridge/Structure Information website and coordination completed to date, we estimate that there are up to five (5) bridges/culverts that will require a BBA along the project corridor. This scope includes coordination, fieldwork, photo log, and BBA form. The location of the bridges/culverts will be depicted on the ESR aerial exhibit. Two CBBEL staff will complete the BBA fieldwork.

This scope assumes that the bridge/structure components that need to be viewed as part of the BBA will be accessible/visible (e.g., a boat will not be required). This task does not include equipment rental or shoulder/road closure.

Special Land Review: Although the EBDRT may be constructed on FPDDC property, it is anticipated that FPDDC will agree to be a non-participating project co-sponsor, and therefore a separate Section 4(f) evaluation for potential impacts to public lands will not be required for the Phase I Engineering study to be completed as part of this scope of services. This will be confirmed through coordination with FPDDC, and with IDOT and FHWA. If a Section 4(f) evaluation is determined to be necessary, a separate cost estimate will be provided.

If the Preferred Alternative for the EBDRT is located on public lands that were purchased with LAWCON or OSLAD funding, then FHWA will require confirmation that the EBDRT be consistent with the covenants of those land purchases, or replacement property would be required to be provided. Coordination with the Illinois Department of Natural Resources (IDNR) and (if necessary) with the owner(s) of public lands (e.g., FPDDC and Park District) that may be impacted by the proposed improvements will occur during the Phase I Engineering Study. This task includes data collection and preliminary coordination, if impacts to LAWCON or OSLAD-funded properties are anticipated, a separate cost estimate will be provided to obtain the appropriate approvals.

Special Waste Review: We understand that IDOT will complete the special waste review for the existing State right-of-way (e.g., IL 53) and adjacent parcels. IDOT will require that a special waste evaluation for the remainder of the project area be completed by CBBEL, which will be documented via preparation of a Preliminary Environmental Site Assessment (PESA) per IDOT requirements. The results of the PESA will identify areas of Recognized Environmental Conditions (RECs) for avoidance or which may require more detailed testing during subsequent Phase II engineering.

Wetland Impact Evaluation: CBBEL will prepare waters of the US/wetland impact evaluation (WIE) forms and exhibits as required by IDOT for all identified waters of the US/wetlands in the Preferred Alignment corridor, regardless of level of impact. This task will include a resource review, preparation of supporting documentation, submittal of the WIE forms with exhibits, coordination, and follow-up with the reviewer as necessary. For purposes of this proposal, it is assumed that approximately fifteen (15) independent waters of the US/wetland sites will be identified that will require WIE submittal. Based on the previously completed waters of the US/wetland delineation, wetland, waters of the US, and other constructed stormwater management features that may be regulated under the Interagency Wetland Policy Act are located along the majority of the project corridor north of Roosevelt Road.

Tree Tabulation and Evaluation: The survey of all trees greater than or equal to 6-inches diameter at breast height (dbh) will be completed as part of Task 2 to include location and size. As part of this task, in accordance with the latest NLEB guidance from IDOT, all trees greater than or equal to 3-inches dbh along the EBDRT Preferred Alignment corridor will be located. CBBEL will also locate landscape trees (regardless of size) along the EBDRT Preferred Alignment corridor. Trees under this task will be located using a submeter accuracy handheld GPS unit. CBBEL will also tabulate all surveyed trees and evaluate them with respect to species, condition, form, and potential impact based on the proposed improvement plan. Each evaluated tree will be assigned a number rating from 1 – 5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals.

Task 5 – Drainage Analysis and Reports:

This task includes preparation of all required hydraulic analysis/modeling for the following conditions as will be required by IDOT for completion of Phase I Engineering. In addition, while the full permit

submittal to DuPage County Stormwater Management (DCSM) is anticipated in Phase II, this task includes completion of FEQ hydraulic analysis/modeling for DCSM preliminary concurrence:

- Hydraulic analysis and Hydraulic Reports for modified existing or new crossings of the EBDR to accommodate the EBDRT
- EBDRT crossings of tributaries of the EBDR that are designated as ephemeral streams
- At-Grade (but above existing ground elevation) or elevated EBDRT within the EBDR Floodway

Based on a preliminary review of the EBDRT location, and our assessment of desired or required crossings of the EBDR or tributaries, hydraulic analysis, and preparation of Hydraulic Reports (including Preliminary Bridge Design and Hydraulic Report (PBDHR – IDOT BLR form 10210) will be prepared per IDOT requirements at the following locations (west alignment):

- IL 53 at Glen Crest Creek
- IL 53 Underpass, Loop Ramp, Bridge and Trail from IL 53 to IL 38 (and proposed ped. bridge or berm approx. midpoint between IL 53 and IL 38)
- 2-10'x6' Box culverts opposite I-355 from Wilson Road

For each Hydraulic Report, for purposes of IDOT review/approval, the existing EBDR FEQ model will be converted to HEC-RAS and calibrated to match FEQ model results. Proposed conditions will be modeled in both FEQ and HEC-RAS for purposes of concurrent DCSM and IDOT reviews.

Hydraulic analysis, scour calculations, and a Waterway Information Tables (WIT) will be prepared per IDOT requirements at the following locations where the EBDRT is anticipated to cross EBDR tributaries (i.e.; ephemeral streams):

- Pr. EBDRT NW corner of I-355 and IL 53
- Pr. EBDRT opposite I-355 from Harrison Road
- Pr. EBDRT opposite I-355 from Madison Street

It is assumed that IDOT will require a Location Drainage Technical Memorandum (LDTM) for locations where the EBDRT traverses IDOT right-of-way, or a Location Drainage Study (LDS) where the EBDRT travels along IDOT right-of-way for review and approval. The LDTM will include a review of existing and proposed drainage patterns within the IDOT right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the IDOT Drainage Manual, the DuPage County Stormwater Management Ordinance, and other Best Management Practices. On this basis, it is assumed that an LDTM will be prepared at the following 3 locations:

- LDS: EBDRT within IL 53 ROW (south section, from IL 56 to IL 38)
- LDTM: EBDRT within IL 38 ROW (from IL 53 to EBDR)
- LDTM: IL 53 Underpass, Bridge, and EBDRT within IL 53 North ROW (north section, near I-355)

IDOT indicated an additional Drainage Investigation is required along IL 53 due to identified flood issues along the east side of the ROW. Additional analysis is expected at the following culverts or outlets to be included in the IL 53 (South) LDS:

- IL 53 N. of Ahlstrand Road
- IL 53 S. of Glen Park Road
- IL 53 at Glen Valley Road
- IL 53 S. of Dorchester Court
- IL 53 at Sheehan Avenue

It is assumed that the Illinois Tollway and other local agencies will require an abbreviated Drainage Technical Memorandum (DTM) for locations where the EBDRT has significant impacts on the Tollway or other local agency right-of-way, for review and approval. The DTM will include a review of existing and proposed drainage patterns within the right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the DuPage County Stormwater Management Ordinance and other Best Management Practices. On this basis, it is assumed that a DTM will be prepared at the following location:

- Tollway right-of-way from IPP to IL 53

It is assumed that the proposed EBDRT will meet all conditions to be exempt from Site Runoff Storage and Post Construction Best Management Practices requirements as stated in the DuPage County Countywide Stormwater & Floodplain Ordinance. Hydrologic and Hydraulic modeling requirements set forth in the ordinance are anticipated in several locations where the trail is within the regulatory floodway. This modeling will be included as part of the next major upstream or downstream Hydraulic Report.

Task 6 – Structural Analysis and Reports

This task includes completion of all required structural analysis and reports for the EBDRT Preferred Alternative as required by IDOT for review and approval as part of Phase I Engineering. Based on IDOT BLRS requirements, when modifications to an existing bridge structure is proposed, then bridge inspections, bridge condition reports, and preparation of Type, Size and Locations (TSL) drawings for the proposed improvements will be prepared and submitted to IDOT for review and approval as part of the Phase I Study. Similarly, for any proposed new EBDRT bridge structures and/or retaining walls with exposed height greater than 7', TSL drawings will be required for IDOT review and approval as part of the Phase I Study.

Based on the previous results of the EBDRT Alignment Study, and factoring in the assumed IL 53 west alignment from IL 38 to IL 56, the following structural analysis and reports are anticipated to be required by location, contingent upon the final Preferred EBDRT alternative identified as part of Phase I Engineering:

- BCR: IL 53 Bridge at Glen Crest Creek
- TSL: IL 53 Bridge at Glen Crest Creek and Retaining walls H> 7' at Glen Crest Creek along IL 53

- TSL: proposed ped. bridge or berm approx. midpoint between IL 53 and IL 38
- BCR: IL 53 EBDR crossing modification (Underpass and Bridge)
- TSL: Retaining walls H> 7' and/or bridge for IL 53 loop ramp between Underpass and Bridge
- TSL: proposed ped. bridge or culvert at NW corner of IL 53 underpass at I-355
- TSL: culvert extension W. of I-355 opposite Wilson Road
- (No TSL assumed for culvert extension W. of I-355 opposite Harrison Road)
- TSL: culvert extension W. of I-355 opposite Madison Street

Geotechnical Investigations

For modifications of existing bridges and/or new retaining walls near existing bridges, locations of new retaining walls or new elevated boardwalks, structural borings will be required to complete the TSL drawings that will be required by IDOT for review and approval as part of the Phase I Study. In addition, soil borings are anticipated near existing culvert extensions along the Tollway ROW and within the berm between IL 53 and IL 38. The anticipated cost for geotechnical investigations is included in the cost estimate as an outside direct cost by others.

Task 7 – Traffic and Crash Analyses

Intersection traffic counts will be obtained for purposes of capacity analysis and preparation of the Intersection Design Studies (IDS) at EBDRT at-grade crossings at IDOT jurisdictional signalized intersections. CBBEL will use an outside traffic count consultant to obtain 6-hour counts (6-9 a.m., 4-7 p.m.) at the following signalized intersections:

- IL 38 at Baker Hill Drive
- IL 53 at Pershing Avenue
- IL 53 at Sheehan Avenue
- IL 53 at 22nd Street

As part of this task, CBBEL will evaluate the traffic counts and complete existing conditions only (no 2050 traffic volume projections) capacity analyses to confirm adding bicycle and pedestrian accommodations will not adversely impact traffic signal operations, as will be required by IDOT.

This task also includes obtaining and reviewing the latest 5 years of crash data within the project limits and preparing a crash analysis as required by IDOT for inclusion in the Phase I Project Development Report.

Task 8 – IDS and ADA Curb Ramps

CBBEL will prepare formal Intersection Design Studies (IDS) that will be required for traffic signal modification at the 4 IDOT jurisdictional intersections. There are already existing pedestrian phases at Baker Hill Drive and Sheehan signalized intersections, therefore it is assumed that full IDS's will only be required at 2 intersections:

- IL 53 at Pershing Avenue
- IL 53 at 22nd Street

It is anticipated that IDOT will concur with 3R Design Criteria based on the proposed operational improvements vs capacity improvements at this intersection, and therefore analysis of 2050 traffic projections will not be required. The IDS's will be submitted to IDOT for review and approval. Two rounds of review and response to comments are anticipated to be required for IDOT approval of the IDSs.

IDOT requires ADA ramp details for all proposed curb ramps located within IDOT ROW.

Task 9 – Public Involvement

Stakeholder coordination will be an essential component to ensure that all existing deficiencies and stakeholder concerns are identified and addressed as part of the alternative development and evaluation process. While an integral part of the Alignment Study, no follow-up Steering Committee Meetings are anticipated since different key stakeholders have been identified for the Phase I Study.

Website Updates

The EBDRT project website is anticipated to be updated with project material during the study to provide the public with project information.

Public Information Meetings

Three Public Information Meetings (PIM) are anticipated to be held as part of Phase I Engineering. While 3 Public Information Meetings have been scoped herein, the Phase I Study public involvement is flexible to change one of these meetings to a key stakeholder individual, group, or board presentation meeting.

PIM 1 is anticipated to be held near the beginning of the Phase I Study to kick-off the study, present the previous evaluation of alternatives from IPP to IL 56, and gain stakeholders input on transportation issues, trail needs, and the range of alternatives.

PIM 2 is anticipated to be held after the detailed evaluation of alternatives from IL 38 to IL 56 and coordination with local agencies and adjacent stakeholders. PIM 2 will provide an opportunity for all interested parties to review and comment on the completed evaluations from IL 38 to IL 56 and the preferred alternative from IPP to IL 38 for further design development for the full EBDRT project limits (from IPP to IL 56).

PIM 3 will be held to present the EBDRT proposed improvement plans near the conclusion of the Phase I Study. The PIM 3 provides an opportunity for a larger cross section of project stakeholders to provide their comments on the proposed improvement plan and design elements.

The work associated with preparing for and holding each PIM includes the follow:

- CBBEL will determine PIM meeting date, time, and platform/ format. The PIM will be set up in-person in an open house format with meeting material posted to the project website as well.

- CBBEL will prepare the meeting notifications, which may include invitation letters to key stakeholders and public officials, DuDOT and FPDDC website announcements, public notices posted at various locations including DuDOT and FPDDC offices, adjacent communities, and postcards to nearby property owners along the EBDRT.
- CBBEL will prepare the PIM brochure to describe the project, PIM website information, and input being requested.
- CBBEL will prepare the comment response form or survey to collect feedback.
- DuDOT will create the mailing list of key stakeholders and surrounding property owners.
- DuDOT will post, print, and send the PIM notifications, postcards, invitation letters, brochures and comment forms to recipients.
- CBBEL will prepare the PIM display exhibits and narratives.
- CBBEL will compile a list of the comments received and responses to comments to post on the webpage at the end of the comment period.
- CBBEL will prepare the summary of the PIM for distribution and for inclusion in the Project Development Report.

Task 10 – Agency Coordination

Coordination as required for review/approval of the EBDRT proposed improvement plans is anticipated with:

- GWA,
- FPDDC,
- DCSM,
- ComEd,
- Tollway,
- IDOT, and
- FHWA

For purposes of estimating the level of effort required for agency coordination requiring preliminary plan concurrence, it is assumed that two (2) meetings will occur with each of these agencies for a total of fourteen (14) agency coordination meetings.

Phase I Engineering will include a continuation of the collaborative work with project stakeholders and jurisdictional agencies completed as part of the EBDRT Alignment Study, for the additional evaluation of alternatives from IL 38 to IL 56, and to collectively identify a Preferred Alternative for detailed design. The key stakeholders and agencies that will be essential participants in the coordination process to finalize the alignment from IL 38 to IL 56 include the following:

- Village of Glen Ellyn (for local routes)
- Glen Ellyn Park District (between Pershing Avenue and Abbey Drive)
- Mary Knoll Homeowner Association (between Abbey Drive and Glenbard Road)
- Lombard Park District (along IL 56)
- Butterfield Park District (parcel at northwest corner of IL 53/IL 56)
- Friends of the East Branch Trail

- Bike 53 Supporters

One (1) meeting is anticipated with each of these organizations for a total of seven (7) stakeholder coordination meetings.

ComEd Real Estate Petition
This task also includes the ComEd real estate petition and coordination after structural drawings have been completed. ComEd real estate petition and coordination are anticipated to be completed for trail locations from IPP to IL 53.

Task 11 – Final EBDRT Proposed Improvement Plans
This task includes responding to comments received on the draft EBDRT plans, profile and cross-sections for the Preferred Alternative as required for completion of Phase I Engineering. For purposes of this scope, two rounds of geometric comment responses by the County, FPDCC, IDOT-BLRS, and IDOT-BDE (GSU and Traffic) is assumed. This task also includes updating the preliminary engineer's estimate of cost to reflect changes to the proposed improvement plan.

Task 12 – Project Development Report
The culmination of the above tasks will be a Phase I Project Development Report (PDR) in accordance with BLR Form 22210 (Federal CE, or CE Group II). This task will involve integration of project data, project related text, maps, alignments, and engineering studies into an initial Draft (for DuDOT and IDOT review) and then a Final PDR. Specifically, this work item will include the following:

- Prepare report exhibits including location map, environmental base maps, typical sections, and proposed improvement plan exhibits, etc.
- Description of applicable Design Criteria and documentation of any (if any) Design Exceptions approved by IDOT
- Documentation of all environmental coordination, clearances, and permit requirements
- Documentation of stakeholder and agency coordination (if any)
- Draft and Final submittals of the Phase I PDR to DuDOT and IDOT for review/approval with preparation of response to all comments received.

Copies of the final approved PDR will be prepared in hard copy and/or digital format as required.

Task 13 – Project Management and Coordination
This task includes overall project coordination with DuDOT not included in other tasks, as well as project management. Project management includes preparation of monthly status reports, and internal project coordination over the course of the anticipated 24-to-30-month Phase I Engineering schedule. Twenty-four (24) monthly DuDOT coordination meetings are anticipated to be required for the project development process.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

EXHIBIT B
PROJECT SCHEDULE

See attached.

East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering
Work Hour Estimate

	TASKS (IF WEST ALIGNMENT CARRIED FORWARD)	Work Hours
1.	**Data Collection and Compilation**	
a	Review project data and update GIS Database: Available traffic and crash data, record roadway and drainage plans, plat of highways, current EBDR FEMA maps and models, utilities, property ownership, soils data.	60
b	Field Review of key project elements and features, areas of concern/constraint, and prepare photo log. (3 ppl x 1 day)	60
		120
2.	**Survey**	
a	Trail Greenway Corridor Survey from IPP to IL 38 (7,700', 100' corridor west of I-355 with elevations including Tollway right-of-way (as applicable) tower bases, cross sections, utilities, datum correlation, ROW, trees > 6 in. plus culvert details)	308
b	Trail Sideroad Parkway Survey along IL 38 and IL 53 from EBDR to IL 56 (14,800', 100' corridor from roadway EOP to 10' outside EX ROW, cross sections, utilities, datum correlation, ROW, trees > 6 in. plus culvert details)	592
c	Roadway Survey: IL 53 (Fairview Ave) 600 feet west & east of EBDR crossing on IL 53 (1,200' total, cross sections, utilities, datum correlation, ROW, trees > 6 in.)	65
d	4 Intersection Crossing Surveys: IL 38 (Roosevelt Rd) at Baker Hill Drive; IL 53 at Pershing Ave; IL 53 at Sheehan Ave; IL 53 at 22nd Street (utilities datum correlation ROW through radius returns)	72
e	Stream Survey: 1000' north and south of IL 53 at Glen Crest Creek (2,000', elevations, cross sections, streambed centerline water surface elevations and structure openings)	100
f	Stream Survey: 1000' north of IL 53 to 1000' south of Roosevelt Road (4,600', elevations, cross sections, streambed centerline, water surface elevations, and structure openings);	230
g	Stream Surveys: 4 minor tributary waterways and openings along Tollway	32
h	JULIE Utility coordination and incorporation into Base CADD files.	112
i	Compilation of Base CAD files and incorporation of County 1' contour mapping data per scope of services.	180
		1691
3.	**Alternatives Analysis and Preliminary Plans**	
a	Alternatives Concept Level Development (3 alts at 120 hours each)	360
b	Comparative Evaluation of Alternatives for Feasibility, Reasonability, and Concept Level Cost	120
c	Prepare Alternatives Evaluation Summary Table and Exhibits for Stakeholder Coordination	120
d	Prepare preliminary plan and profile for Preferred Alternative (22,500 feet = 45 sheets x 5 hrs each)	225
e	Prepare existing/ proposed cross sections at 100' intervals plus critical locations, cross streets (estimate 230 cross sections at 1/2 hour each on average)	115
f	Develop Phase I Engineer's Estimate of Probable Costruction Cost	60
		1000
4.	**Environmental Analysis and Coordination**	
a	Preferred alignment waters of the US/wetland Field Survey, Report, coordination, and boundary confirmation	80
b	ESR preparation and submittal to IDOT from IPP to IL 56	120
c	Bridge/Structure Bat Assessment (up to 5 structures) - coordination, field visit, form, exhibit, photo log	55
d	Special Land Review	70
e	Special Waste Review/Preliminary Environmental Site Assessment (PESA) - Non-IDOT right-of-way	120
f	Wetland Impact Evaluation (WIE) Forms and Exhibits (Approx. 25 sheets x 6.5 hrs each plus Form)	163
g	Tree Tabulation and Evaluation	120
		728
5.	**Drainage Analysis and Reports**	
a	Hydraulic Report at IL 53 at Glen Crest Creek (HEC-RAS hydraulic analysis)	200
b	Hydraulic Report from IL 38 to IL 53 (north, includes 2 alts and longitudinal analysis of ped bridge vs. berm at mid-point in both FEQ and HEC-RAS)	400
c	Abbreviated Hydraulic Report at NW corner of I-355 and IL 53 (HEC-RAS hydraulic analysis)	128
d	Hydraulic Report opposite of Wilson Road - 2 10'x6' box culverts (HEC-RAS hydraulic analysis)	200

East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering
Work Hour Estimate

	TASKS (IF WEST ALIGNMENT CARRIED FORWARD)	Work Hours
e	Abbreviated Hydraulic Report opposite of Madison St - 2 24"x36" culverts (HEC-RAS hydraulic analysis)	128
f	Abbreviated Hydraulic Report opposite of Harrison Road (HEC-RAS hydraulic analysis)	128
g	Location Drainage Study (LDS) and Drainage Investigation follow-up along IL 53 (south) for IDOT review (Identified Flood Problems and/or notable culverts on IL 53 located N. of Ahlstrand Road, S. of Glen Park Road, S. of Dochester Court and at Sheehan Avenue)	240
h	Location Drainage Technical Memorandum (LDTM) along IL 38 for IDOT review	120
i	Location Drainage Technical Memorandum (LDTM) at IL 53 (north) crossing	120
j	Drainage Technical Memorandum along Tollway embankment from IPP to IL 53 for Tollway review	160
		1824
6.	**Structural Analysis and Reports**	
a	Coordination with Geotech for structural and soil borings	60
b	BCR for IL 53 bridge over Glen Crest Creek	125
c	TSL for bridge widening for IL 53 at Glen Crest Creek and associated retaining walls higher than 7' exposed elevation	116
d	TSL for proposed ped. bridge or berm approx. midpoint between IL 53 (north) and IL 38	68
e	BCR for IL 53 bridge over EBDR	145
f	TSL for IL 53 bridge modification and associated retaining walls	240
g	TSL for culvert or ped bridge NW corner of I-355 and IL 53	68
h	TSL for culvert extension at Tollway opposite of Wilson Road	80
i	TSL for culvert extension at Tollway opposite of Madison Street (Assume NO TSL for culvert extension opposite Harrison Street)	68
		970
7.	**Traffic and Crash Analyses**	
a	Prepare a Crash Analysis Report (CAR) based on the latest 5-years of crash data available. CAR will identify overrepresented crash types, locations, or periods and recommend corrective measures (as/if needed). This task includes preparation of all applicable exhibits, diagrams, charts for inclusion in the CAR. 1 annual update is anticipated to be required since IDOT requires latest 5-years of data be represented.	80
b	Traffic counts coordination	8
c	A Synchro/Simtraffic analysis will be completed for the four signalized intersections for the am and pm peak periods for existing conditions only. (4 int x 2 periods x 5 hours each. Includes model setup)	40
		128
8.	**IDS and ADA Curb Ramp Details**	
a	Prepare IDS - Capacity Tables, General Notes, Queue Tables, Autoturns if needed (120 hrs x 4 intersections)	480
b	Design Exceptions	40
c	ADA Curb Ramp Details (36 proposed curb ramps counted at 6 hrs avg. each)	216
d	Prepare Final IDS's and ADA Curb Ramp Details	108
		844
9.	**Public Involvement**	
a	Project Website Maintenance (6 updates x 8 hrs each)	48
b	Three (3) Public Information Meetings Open Houses	
	Set up PIM webpage on EBDRT website and populate x 3	40
	Prepare public notifications including letters to key stakeholders and public officials, postcards to surrounding property owners, and display ad for newspaper and social media. (DuDOT to print and mail or post prepared material to website announcements, social media, adjacent communities, and along the EBDRT) X 3	72
	Prepare PIM brochure and comments response form/survey x 3	120
	Prepare questionnaire and interactive GIS-based social pinpoint	120
	DuDOT to prepare mailing lists of key stakeholders, public officials, and surrounding property owners and print and send mailing material prepared by CBBEL.	0
	Prepare PIM display exhibits and narrative descriptions x 3	180
	Attend Dry Run meeting with County (2 ppl x 4 hrs each) x 3	24

East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering
Work Hour Estimate

	TASKS (IF WEST ALIGNMENT CARRIED FORWARD)	Work Hours
	Compile and prepare responses to comments received during comment period and post to webpage x 3	48
	Prepare Public Information Meeting summary. X 3	72
		724
10.	**Agency Coordination**	
a	Stakeholder Coordination Meetings (1 each Village of Glen Ellyn, Glen Ellyn Park District, Mary Knoll HOA, LPD, BPD, Friends of the East Branch, Bike 53 Supporters) - Assume 7 mtg x 2 ppl (average) x 4 hours each (includes material prep, attendance, and prepare mtg summary).	56
b	Agency Coordination Meetings (2 each for GWA, FPDDC, DCSM, ComED, Tollway, IDOT, FHWA) - Assume 14 mtg x 2 ppl (average) x 4 hours each (includes material prep, attendance, and prepare mtg summary).	112
c	ComEd Real Estate Petition	190
		358
11.	**Final EBDRT Proposed Improvement Plans**	
a	Prepare final plan and profile exhibits for full corridor length (IPP to IL 56) based on IDOT, DuDOT, Tollway, and FPDDC review comments.	210
b	Prepare final existing/ proposed cross sections based on review comments, and finalize right-of-way requirements.	110
c	Update Phase I Engineer's Estimate of Probable Costruction Cost	40
		360
12.	**Project Development Report**	
a	Draft Project Development Report (BLR 22210).	220
b	Address IDOT, DuDOT, Tollway, and FPDDC review comments for Draft PDR	80
c	Prepare and submit Final PDR	80
		380
13.	**Project Management and Coordination**	
a	DuDOT Monthly Status Meetings (30 mtg x 2 ppl x 3 hours includes prepare meeting summary)	180
b	Monthly Progress Reports. 30 months x 3hrs	90
c	Project Administration/Management. 30 months x 4hrs	120
		390
	Total Work Hours:	**9,517**

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 12/20/18

Method(s) used for advertisement and dates of advertisement

Posted 12/6/2018 on the DuPage County website.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	25%
Staff Capabilities	30%
Work Load Capacity	10%
DBE/WBE Participation	5%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

County Engineer
Chief Highway Engineer
Traffic Engineer

	Top three consultants ranked for this project in order
1	Christopher B. Burke Engineering, Ltd.
2	BLA, Inc.
3	V3 Companies, Ltd.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **Christopher B. Burke Engineering, Ltd.**

PROJECT: **East Branch DuPage River Trail**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Engineer VI	60.00	86.00	
Engineer V	45.00	86.00	
Engineer IV	40.00	86.00	
Engineer III	33.00	78.00	
Engineer I/II	25.00	60.00	
Survey V	60.00	86.00	
Survey IV	50.00	86.00	
Survey III	50.00	78.00	
Survey II	40.00	65.00	
Survey I	30.00	50.00	
Engineering Technician V	60.00	86.00	
Engineering Technician IV	40.00	78.00	
Engineering Technician III	24.00	65.00	
Engineering Technician I/II	15.00	40.00	
CAD Manager	50.00	80.00	
CAD Technician II	30.00	65.00	
GIS Specialist III	45.00	70.00	
Landscape Architect	45.00	75.00	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Landscape Designer I/II	30.00	50.00	
Environmental Res Spec V	60.00	86.00	
Environmental Res Spec IV	40.00	75.00	
Environmental Res Spec III	30.00	60.00	
Environmental Res Spec I/II	25.00	45.00	
Environmental Resource Technician	30.00	50.00	
Engineering Intern	10.00	40.00	

Note: Maximum Rate shall not exceed $86.00 per hour

Signature on File

Signature of Authorized Agen
for CONSULTANT: ate: 10/24/2023

Sherry Sporina
Print Name

Approved By COUNTY: _____ Date: _____
Yifang Lu, Chief Highway Engineer

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).

5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Christopher B. Burke Engineering, Ltd.		4/18/2023
Consultant / Subconsultant Name	**Job Number**	
Christopher B. Burke Engineering, Ltd.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	126.53%
START DATE	7/1/2023		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	12/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	1/1/2024	6	20.00%
1	1/2/2024	1/1/2025	12	40.80%
2	1/2/2025	1/1/2026	12	41.62%

The total escalation = 2.42%

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**2.42%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	$84.21	$86.00
Engineer V	$71.16	$72.88
Engineer IV	$58.38	$59.79
Engineer III	$46.57	$47.70
Engineer I/II	$33.60	$34.41
Survey V	$81.89	$83.87
Survey IV	$74.00	$75.79
Survey III	$64.75	$66.31
Survey II	$53.00	$54.28
Survey I	$37.56	$38.47
Engineering Technician V	$70.17	$71.87
Engineering Technician IV	$61.81	$63.30
Engineering Technician III	$38.25	$39.17
Engineering Technician I/II	$23.33	$23.89
CAD Manager	$68.83	$70.49
CAD Technician II	$51.81	$53.06
GIS Specialist III	$56.00	$57.35
Landscape Architect	$63.00	$64.52
Landscape Designer I/II	$36.50	$37.38
Env. Resource Specialist V	$73.70	$75.48
Env. Resource Specialist IV	$60.58	$62.04
Env. Resource Specialist III	$51.25	$52.49
Env. Resource Specialist I/II	$29.13	$29.83
Env. Resource Technician	$44.00	$45.06
Engineering Intern	$18.67	$19.12

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Testing Service Corporation		
Total	**0.00**	**0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT
Consultant / Subconsultant Name		**Job Number**
Christopher B. Burke Engineering, Ltd.		

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1000	$0.66	$655.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	15	$65.00	$975.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost	50	$0.40	$20.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	36	$25.00	$900.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	18	$450.00	$8,100.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)	1		$0.00
Advertisements	Actual Cost (Submit supporting documentation)	3	$450.00	$1,350.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	3	$1,000.00	$3,000.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
*See Attached Unit Cushing Cost 2022				$0.00
ComED Land Acquisition Application Fee		1	$1,500.00	$1,500.00
EDR Environmental Report		1	$4,000.00	$4,000.00
Traffic Counts		1	$2,130.00	$2,130.00
			TOTAL DIRECT COSTS:	**$22,630.00**

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 126.53%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Data Collection and Compilation		120	7,005	8,863	2,312		18,180	1.21%
2. Survey		1691	98,046	124,057	32,355		254,458	16.96%
3. Alternatives Analysis and Preliminary Plans		1000	56,369	71,324	18,602		146,295	9.75%
4. Environmental Analysis and Coordination		728	43,577	55,139	14,381		113,097	7.54%
5. Drainage Analysis and Reports		1824	106,033	134,164	34,991		275,188	18.35%
6. Structural Analysis and Reports		970	61,673	78,034	20,352	47,325	207,384	13.83%
7. Traffic and Crash Analysis		128	6,362	8,049	2,099		16,510	1.10%
8. IDS and ADA Curb Ramp Details		844	43,090	54,522	14,220		111,832	7.46%
9. Public Involvement		724	42,066	53,227	13,882		109,175	7.28%
10. Agency Coordination		358	22,642	28,649	7,472		58,763	3.92%
11. Final EBDRT Proposed Improvement Plans		360	17,301	21,891	5,709		44,901	2.99%
12. Project Development Report		380	19,800	25,052	6,534		51,386	3.43%
13. Project Management and Coordination		390	27,048	34,224	8,926		70,198	4.68%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$22,630.00	1.51%
TOTALS		9517	551,012	697,195	181,835	47,325	1,499,997	100.00%
			1,248,207					

BLR 05514 (Rev. 02/09/23)
COST EST

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Data Collection and Compilation			2. Survey			3. Alternatives Analysis and Preliminary Plans			4. Environmental Analysis and Coordination			5. Drainage Analysis and Reports		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00	574.0	6.03%	5.19	8	6.67%	5.73				80	8.00%	6.88	8	1.10%	0.95	120	6.58%	5.66
Engineer V	72.88	1,030.0	10.82%	7.89	8	6.67%	4.86				80	8.00%	5.83	8	1.10%	0.80	380	20.83%	15.18
Engineer IV	59.79	1,682.0	17.67%	10.57	32	26.67%	15.94				180	18.00%	10.76	44	6.04%	3.61	420	23.03%	13.77
Engineer III	47.70	1,696.0	17.82%	8.50	32	26.67%	12.72				180	18.00%	8.59	78	10.71%	5.11	420	23.03%	10.98
Engineer I/II	34.41	1,026.0	10.78%	3.71							180	18.00%	6.19	78	10.71%	3.69	240	13.16%	4.53
Survey V	83.87	120.0	1.26%	1.06				120	7.10%	5.95									
Survey IV	75.79	220.0	2.31%	1.75				220	13.01%	9.86									
Survey III	66.31	221.0	2.32%	1.54				221	13.07%	8.67									
Survey II	54.28	480.0	5.04%	2.74				480	28.39%	15.41									
Survey I	38.47	410.0	4.31%	1.66				410	24.25%	9.33									
Engineering Technician V	71.87	0.0																	
Engineering Technician IV	63.30	0.0																	
Engineering Technician III	39.17	0.0																	
Engineering Technician I/II	23.89	0.0																	
CAD Manager	70.49	574.0	6.03%	4.25				120	7.10%	5.00	102	10.20%	7.19				80	4.39%	3.09
CAD Technician II	53.06	672.0	7.06%	3.75				120	7.10%	3.77	100	10.00%	5.31				100	5.48%	2.91
GIS Specialist III	57.35	300.0	3.15%	1.81	40	33.33%	19.12				98	9.80%	5.62				64	3.51%	2.01
Landscape Architect	64.52	0.0																	
Landscape Designer I/II	37.38	0.0																	
Env. Resource Specialist V	75.48	112.0	1.18%	0.89										112	15.38%	11.61			
Env. Resource Specialist IV	62.04	400.0	4.20%	2.61										400	54.95%	34.09			
Env. Resource Specialist III	52.49	0.0																	
Env. Resource Specialist I/II	29.83	0.0																	
Env. Resource Technician	45.06	0.0																	
Engineering Intern	19.12	0.0																	
		0.0																	
		0.0																	
TOTALS		9517.0	100%	$57.90	120.0	100.00%	$58.37	1691.0	100%	$57.98	1000.0	100%	$56.37	728.0	100%	$59.86	1824.0	100%	$58.13

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Structural Analysis and Reports			7. Traffic and Crash Analysis			8. IDS and ADA Curb Ramp Details			9. Public Involvement			10. Agency Coordination			11. Final EBDRT Proposed Improvement Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00	40	4.12%	3.55	8	6.25%	5.38	8	0.95%	0.82	60	8.29%	7.13	58	16.20%	13.93			
Engineer V	72.88	310	31.96%	23.29				20	2.37%	1.73	100	13.81%	10.07	80	22.35%	16.29			
Engineer IV	59.79	280	28.87%	17.26	42	32.81%	19.62	124	14.69%	8.78	180	24.86%	14.87	110	30.73%	18.37	24	6.67%	3.99
Engineer III	47.70	100	10.31%	4.92	36	28.13%	13.41	222	26.30%	12.55	180	24.86%	11.86	110	30.73%	14.65	118	32.78%	15.63
Engineer I/II	34.41				42	32.81%	11.29	222	26.30%	9.05	70	9.67%	3.33				118	32.78%	11.28
Survey V	83.87																		
Survey IV	75.79																		
Survey III	66.31																		
Survey II	54.28																		
Survey I	38.47																		
Engineering Technician V	71.87																		
Engineering Technician IV	63.30																		
Engineering Technician III	39.17																		
Engineering Technician I/II	23.89																		
CAD Manager	70.49	80	8.25%	5.81				122	14.45%	10.19	20	2.76%	1.95				50	13.89%	9.79
CAD Technician II	53.06	160	16.49%	8.75				122	14.45%	7.67	20	2.76%	1.47				50	13.89%	7.37
GIS Specialist III	57.35							4	0.47%	0.27	94	12.98%	7.45						
Landscape Architect	64.52																		
Landscape Designer I/II	37.38																		
Env. Resource Specialist V	75.48																		
Env. Resource Specialist IV	62.04																		
Env. Resource Specialist III	52.49																		
Env. Resource Specialist I/II	29.83																		
Env. Resource Technician	45.06																		
Engineering Intern	19.12																		
TOTALS		970.0	100%	$63.58	128.0	100%	$49.70	844.0	100%	$51.05	724.0	100%	$58.10	358.0	100%	$63.25	360.0	100%	$48.06

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Project Development Report			13. Project Management and Coordination														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00	24	6.32%	5.43	160	41.03%	35.28												
Engineer V	72.88	24	6.32%	4.60	20	5.13%	3.74												
Engineer IV	59.79	96	25.26%	15.10	150	38.46%	23.00												
Engineer III	47.70	160	42.11%	20.08	60	15.38%	7.34												
Engineer I/II	34.41	76	20.00%	6.88															
Survey V	83.87																		
Survey IV	75.79																		
Survey III	66.31																		
Survey II	54.28																		
Survey I	38.47																		
Engineering Technician V	71.87																		
Engineering Technician IV	63.30																		
Engineering Technician III	39.17																		
Engineering Technician I/II	23.89																		
CAD Manager	70.49																		
CAD Technician II	53.06																		
GIS Specialist III	57.35																		
Landscape Architect	64.52																		
Landscape Designer I/II	37.38																		
Env. Resource Specialist V	75.48																		
Env. Resource Specialist IV	62.04																		
Env. Resource Specialist III	52.49																		
Env. Resource Specialist I/II	29.83																		
Env. Resource Technician	45.06																		
Engineering Intern	19.12																		
TOTALS		380.0	100%	$52.10	390.0	100%	$69.35	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

UNIT CUSHING COSTS 2022

Unit Number		Unit Name	Billing Rate
	111	8.5 x 11 RIPd Color Laser Copies Fierys	0.6
	117	11 x 17 RIPd Color Laser Copies Fierys	0.7
	121	Scanned Color Images-Printed on Bond	6
	122	Additional Prints of Original	6
	151	Premium Color Poster	4
	155	Operator Required-Processing Charge	25
	157	Small Format Color Scan to PDF	1.4
	400	8.5 x 11 B/W Impressions	0.07
400W		8.5 x 11 B/W Impressions (Walk Up)	0.07
	403	8.5 x 11 Color Paper Stock	0.1
	404	8.5 x 11 Card Stock	0.12
	405	8.5 x 11 Sticky Back	1
	409	Clear 4 Mil Mylar Cover	0.5
	411	Variable Magnification	0.5
	413	8.5 x 11 Monochrome Scan	0.075
413-1		11 x 17 Monochrome Scan	0.075
	414	8.5 x 14 B/W Impressions	0.12
	416	11 x 17 Clear 4 Mil Mylar Cover	1
	417	11 x 17 B/W Impressions	0.12
417W		11 x 17 B/W Impressions (Walk Up)	0.09
	418	11 x 17 Card Stock	0.19
	419	11 x 17 Colored Paper	0.16
	420	1/4" Plastic Comb Binding	1.4
	421	3/8" Plastic Comb Binding	1.6
	422	1/2" Plastic Comb Binding	2.4
	423	5/8" Plastic Comb Binding	2.5
	424	3/4" Plastic Comb Binding	2.75
	425	7/8" Plastic Comb Binding	2.9
	426	1" Plastic Comb Binding	3.05
	427	1-1/8" Plastic Comb Binding	3.55
	428	1-1/4" Plastic Comb Binding	3.85
	429	1-1/2" Plastic Comb Binding	4
	430	1-3/4" Plastic Comb Binding	4.5
	431	2" Plastic Comb Binding	4.7
	438	Stapling	0.05
	444	Misc. Charges	1.25
444-1		Plastic Jackets	1.25
	455	Imaging on Tabs	0.15
	456	Tab Card Stock	0.75
	470	Handwork	45
	472	Fan Folding 11x17 to 8 5x11	0.03
	473	Inserting	0.04
	474	Drilling-Standard 2 or 3 Holes	2.5
	500	8.5 x 11 Color Laser Copy	0.55
	502	8.5 x 11 Small Format Color Scan	0.075
502-1		11 x 17 Small Format Color Scan	0.075
	514	8.5 x 14 Color Laser Copies, Double-Side	1.5
	517	11 x 17 Color Laser Copy	0.95
	580	Mounting on 3/16" Foamcore	3.45
	73	Overtime	50
	777777	8.5 x 11 Paper per Case or Package	
	800	Digital Bond Prints/Plots	0.18
800H		Half Size Bond Prints/Plots	0.18
	802	Scan Setup	2
	815	Bond Enlarge/Reduce	1.15
	822	Scan to File	2
	850	Large Document Vellum Prints	0.4
	870	Handwork	45
	872	Folding	0.05
	885	Mylar Reproduction	1.75
	900	Digital Bond Prints/Plots	0.18
900H		Half Size Bond Prints/Plots	0.18
	905	Color Inkjet Plots	4
905-0		EGG (Engineering Grade) plots	1.35
905-2		EGG Scans	6
	910	Mylar Prints/Plots	1.75
	924	Burn CD	12
	925	File Conversion Processing	0.75
	926	DVD Burn	15
	950	Vellum Plots	1.25

TESTING SERVICE CORPORATION
Corporate Office
360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

March 14, 2023

Mr. Majid Mobasseri, PhD, SE, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 65,107A
Geotechnical Exploration
East Branch of DuPage River Trail Project
Roosevelt Road to Illinois Prairie Path
Glen Ellyn, Illinois

Dear Mr. Mobasseri:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. Our revised proposal responds to your latest email dated March 2, 2023, and a subsequent phone conversation. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundations in connection with the design of a proposed pedestrian bridge, a new culvert, three culvert extensions and new retaining walls in association with the East Branch of DuPage River Trail Project.

Project Description:

Our understanding of the proposed construction are as follows:

- Pedestrian Bridge (about 200' long) situated between the East Branch of the DuPage River and the East Branch Riverway Forest Preserve, lying about ¼ mile north of IL-38 and about 600 feet west of I-355.

- IL-53 underpass with retaining walls which will extend about 400 to 600lf.
- An IDOT permit will be required to drill within the IL-53 right-of-way.

- New culvert (for path crossing) on the NWC of IL-53 and I-355.
- Culvert extension (10'x6' RCBC) along I-355 approximately west of Wilson Road.
- Culvert extension (24" to 36" in size) along I-355 approximately west of Harrison Road.
- Culvert extension (24" to 36 in size) along I-355 approximately west of Madison Street.
- A Tollway permit will be required to drill the culverts within the I-355 right-of-way.

If the location of the proposed structure is changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

Boring Program:

As requested, a total of thirteen (13) soil borings are to be drilled as part of our Geotechnical Exploration. The soil borings are to be extended to 30 to 75 feet below existing grade. Total drilling footage on this basis is estimated to be about 460 lineal feet. Structure Borings deeper than 30 feet in depth are to be backfilled with cement/bentonite grout.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to conventional drilling equipment (a conventional truck or All-Terrain Vehicle (ATV) mounted drill). In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R8s GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) methods at each structure boring location in accordance with IDOT procedures. Special circumstances (trees, slopes, power lines, etc.) may dictate the use of a small drill rig where soil samples will be obtained by geo-probe methods. Sampling will be performed at 2½-foot intervals for the first 20 to 30 feet and not exceed 5-foot intervals below this level unless unforeseen circumstances present themselves. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following the completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

TSC will attempt to minimize damage or ground disturbance (rutting, etc.) with the drill rig. However, ground disturbance is inevitable and should be expected if work is performed while the ground is soft.

Assumptions for Permits:

Six (6) soil borings will likely be located within the Illinois Route 53 (IL-53) right-of-way. IL Route 53 is under IDOT jurisdiction and will require an IDOT permit to perform the fieldwork at these locations. Five (5) soil borings will likely be located within the Illinois Tollway right-of-way. Therefore, a Tollway permit will be required to perform the fieldwork at these locations. It has been our experience that it may take at least 6 to 8 weeks or more to get the permit from IDOT and/or the Tollway.

It is understood that the retaining wall borings along IL-53 may also be located within the ComEd Right-of-Way. A ComEd ROW right-of-way permit will also be needed to drill these borings. It should be noted ComEd does not allow borings to be drilled within any wetland areas. Therefore, depending on the proposed boring locations and the wetland limits, it may not be possible to drill some of the borings for the retaining wall along IL-53.

Traffic Control:

It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked for some of the borings along IL-53 using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for shoulder/lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service. Unit rates are included if professional traffic control is deemed necessary at other locations.

Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM. A cost supplement to this proposal may be required if IDOT imposes restricted hours (nights or weekends) to complete any of this work.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified and AASHTO Soil Classification Systems as well as the Illinois Division of Highway (IDH) Textural Classification Chart.

Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Qu) on cohesive soils using a proving ring tester, approved by IDOT. An estimate of unconfined compressive strength using a calibrated pocket penetrometer (Qp) will be obtained on cohesive samples when unconfined compressive strength (Qu) is not possible. Dry unit weight tests will also run on specimens of clay fill. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

A separate Structural Geotechnical Report (SGR) will be prepared for each structure upon completion of field and laboratory testing, to include typed boring logs and a boring location plans. The report will address anticipated soil and groundwater conditions impacting site development, based on the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to the bridge structure foundations and other geotechnical issues that may need to be addressed. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for foundations and retaining walls.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.
- Profile Sheets are not part of the scope of work.

Fees and Scope:

In accordance with the Cost Estimates (1 - 3) attached, TSC is proposing the following budget amounts to provide the Geotechnical Exploration outlined above.

Cost Estimate No.	Structure (s)	General Location	Budget Amount
1	Pedestrian Bridge (200lf)	between EB of DuPage River and EB Riverway Forest Preserve	$ 11,675.00
2	Retaining Walls along IL-53	Either on the SEC or NWC of IL-53 and EB DuPage River	$ 23,250.00
3	New Culvert and Culvert Extensions	NWC IL-53 and I-355, west of Wilson Road, west of Harrison Road & west of Maddison Road	$ 12,400.00
		Total Cost Estimate:	**$ 47,325.00**

Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water, in wooded or landscaped areas or on steeply slopping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2023.

The Illinois Department of Labor (IDOL) has taken the position that Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC must be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by a separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions (as modified for CBBEL). TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose if any are to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr. Majid Mobasseri, PhD, SE, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: mmobasseri@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Signature on File

Timothy R. Peceniak, P.E.
Geotechnical Engineer

Enc: Cost Estimate
General Conditions (as modified for CBBEL)
Project Data Sheet

CC: Emily T. Anderson, PE, CFM (eanderson@cbbel.com)

Approved and accepted for _____ by:

_____
(NAME)

_____
(TITLE)

_____
(DATE)

COST ESTIMATE 1

Proposed Pedestrian Bridge
between EB of DuPage River and EB Riverway Forest Preserve
Glen Ellyn, Illinois

2 borings - 75' deep = 150lf

	ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	3. 0	110.00	$ 330.00
1.2	Private Locator to Mark Private and/or Interior Underground Utility Lines	Cost + 10%	0	750.00	$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Day	2	4,000.00	$ 8,000.00
2.2	Backfill Structure Borings with a Bentonite / Cement Based Grout or Backfill with Bentonite Chips	Foot	150.0	5.50	$ 825.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	4.00	$ 168.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	40	8.00	$ 320.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	25	16.00	$ 400.00
3.4	Dry Unit Weight Determination	E ach	3	8.00	$ 24.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	10.0	150.00	$ 1,500.00
4.2	Prepare Geotechnical Location Plan	Hour	1. 0	110.00	$ 110.00
4.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0. 0	200.00	$ 0.00
				ESTIMATED TOTAL:	$ 11,677.00
				RECOMMENDED BUDGET:	**$ 11,675.00**

COST ESTIMATE 2
Retaining Walls
Along IL-53 and west of I-355
Glen Ellyn, Illinois

3 borings - 50' deep = 150lf
3 borings - 30' deep = 90 lf

	ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	3.0	110.00	$ 330.00
PERMITS					
2.1	IDOT Permit, Bond and Other Direct Charges	Cost	1	1,000.00	$ 1,000.00
2.2	Engineer to Prepare and Submit Permit	Lump Sum	1	450.00	$ 450.00
2.3	Engineer to Prepare and Submit ComEd Right-of-Way Permit	Hour	4	150.00	$ 600.00
DRILLING AND SAMPLING					
3.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Day	3	4,000.00	$ 12,000.00
3.2	Backfill Structure Borings with a Bentonite / Cement Based Grout or Backfill with Bentonite Chips	Foot	240.0	5.50	$ 1,320.00
TRAFFIC CONTROL (for Soil Borings and Pavement Cores)					
4.1	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	8.0	300.00	$ 2,400.00
4.2	2-Man Flagging Crew, Overtime	Hour	2.0	350.00	$ 700.00
LABORATORY TESTING					
5.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	72	4.00	$ 288.00
5.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	45	8.00	$ 360.00
5.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	30	16.00	$ 480.00
5.4	Dry Unit Weight Determination	Each	15	8.00	$ 120.00
ENGINEERING SERVICES					
6.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	16.0	150.00	$ 2,400.00
6.2	Prepare Geotechnical Location Plan	Hour	2.0	110.00	$ 220.00
6.3	Geotechnical Engineer to Run Slope Stability Analyses	Hour	4.0	150.00	$ 600.00
				ESTIMATED TOTAL:	$ 23,268.00
				RECOMMENDED BUDGET:	**$ 23,250.00**

COST ESTIMATE 3

New Culvert NEC IL-53 & I-355
Culvert Extension - Wilson Road
Culvert Extension - Harrison Road
Culvert Extension - Madison Street
Glen Ellyn/Lombard, Illinois

5 borings - 30' deep = 150lf

	ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	5.0	110.00	$ 550.00
PERMITS					
2.1	Tollway Permit, Bond and Other Direct Charges	Cost	1	Est. 500.00	$ 500.00
2.2	Engineer to Prepare and Submit Tollway Permit	Lump Sum	1	450.00	$ 450.00
DRILLING AND SAMPLING					
3.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Day	2	4,000.00	$ 8,000.00
LABORATORY TESTING					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	50	4.00	$ 200.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	35	8.00	$ 280.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	25	16.00	$ 400.00
4.4	Dry Unit Weight Determination	Each	2	8.00	$ 16.00
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	12.0	150.00	$ 1,800.00
5.2	Prepare Geotechnical Location Plan	Hour	2.0	110.00	$ 220.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	200.00	$ 0.00
				ESTIMATED TOTAL:	$ 12,416.00
				RECOMMENDED BUDGET:	**$ 12,400.00**

TSC

TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C.§ 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. ~~Client agrees to pay each invoice within thirty (30)~~ days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs ~~and reasonable attorney's fees~~. JPM

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

~~Should TSC or any of its employees be found to have been~~ negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to $50,000 or the total amount of the fee paid to TSC for its services performed with respect ~~to the project, whichever amount is greater~~. JPM

~~In the event Client is unwilling or unable to limit the damages~~ for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to $500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award ~~of greater damages~~. JPM

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

If waivers are required, please provide the Owner's name here _____

IMPORTANT NOTES: _____

_____

_____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	Timothy Peceniak	4/18/2023

Consultant / Subconsultant Name	Job Number
Testing Service Corporation	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS
START DATE	7/1/2023	
RAISE DATE	1/1/2024	
END DATE	12/31/2025	

OVERHEAD RATE	161.81%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	1/1/2024	6	20.00%
1	1/2/2024	1/1/2025	12	40.80%
2	1/2/2025	1/1/2026	12	41.62%

The total escalation = 2.42%

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Testing Service Corporation	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.42%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer	$52.03	$53.29
Staking & Utility Clearance	$42.31	$43.33
CADD Technician	$23.00	$23.56
Administrative Assistant	$23.68	$24.25
Drilling Crew (Regular Time)	$45.03	$46.12
Drilling Crew (Over Time) x1.5	$67.55	$69.18

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Testing Service Corporatior	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	**0.00**	**0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT
Consultant / Subconsultant Name		**Job Number**
Testing Service Corporation		

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	86	$0.65	$55.90
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	7	$65.00	$455.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	10	$310.00	$3,100.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost	122	$9.30	$1,134.60
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Drill Mounted on Truck or ATV Rig	Mobilization and Demobilization	14	$500.00	$7,000.00
Backfill Boreholes	Bentonite or Cement Cased Grout or Bentonite Chips	390	$5.50	$2,145.00
IDOT Permit	Bond and Other Direct Charges	1	$1,000.00	$1,000.00
Tollway Permit	Bond and Other Direct Charges	1	$500.00	$500.00
Testing of Soil Samples	Description and Water Content	42	$12.00	$504.00
Testing of Soil Samples	Unconfined Compressive Strength	75	$16.00	$1,200.00
Testing of Soil Samples	Dry Unit Weights	1	$8.50	$8.50
			TOTAL DIRECT COSTS:	**$17,103.00**

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Testing Service Corporation

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 161.81%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Geotechnical Services		207.9	10,251	16,588	3,383		30,222	63.86%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$17,103.00	36.14%
TOTALS		207.9	10,251	16,588	3,383	-	47,325	100.00%

26,839

1710

BLR 05514 (Rev. 02/09/23)
COST EST

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Testing Service Corporation

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Geotechnical Services														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer	53.29	51.5	24.77%	13.20	51.5	24.77%	13.20												
Staking & Utility Clearance	43.33	10.0	4.81%	2.08	10	4.81%	2.08												
CADD Technician	23.56	5.5	2.65%	0.62	5.5	2.65%	0.62												
Administrative Assistant	24.25	4.9	2.36%	0.57	4.9	2.36%	0.57												
Drilling Crew (Regular Time	46.12	112.0	53.87%	24.84	112	53.87%	24.84												
Drilling Crew (Over Time) x	69.18	24.0	11.54%	7.99	24	11.54%	7.99												
		0.0																	
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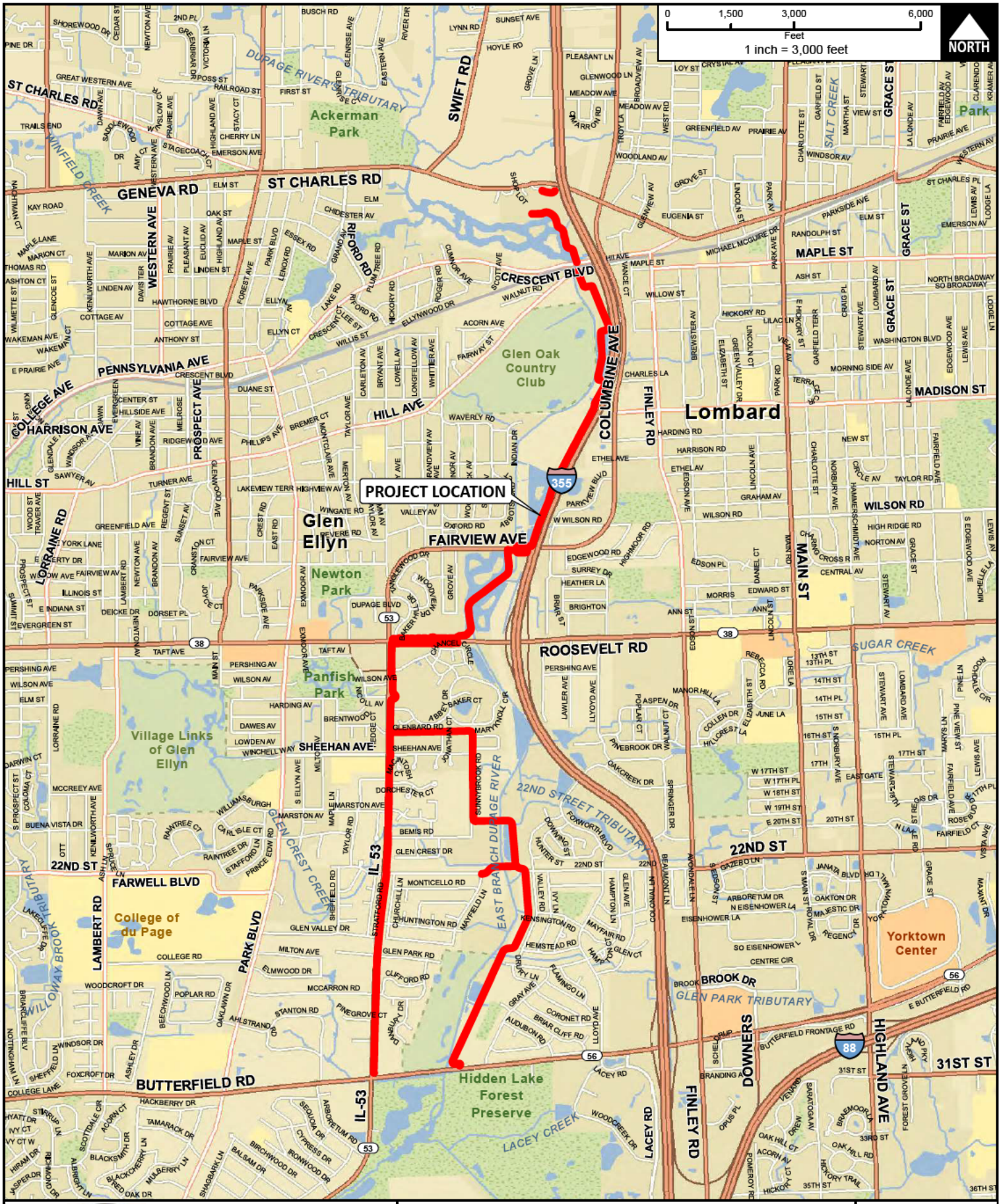
TOTALS		207.9	100%	$49.31	207.9	100.00%	$49.31	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00



CLIENT:

DUPAGE COUNTY DEPARTMENT OF TRANSPORTATION

TITLE:

EAST BRANCH DUPAGE RIVER TRAIL PROJECT LOCATION MAP

PROJ. NO.	190277
DATE:	12/06/2021
SHEET	1 OF 1
DRAWING NO.	EXH 1

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.			SCALE:	1:36,000
DWN.	DRW		AUTHOR:	DWALTERS
CHKD.			PLOT DATE:	12/6/2021
FILE:	Location Map 12062021			

Path: N:\DUPAGE COUNTY DOT\190277.00002\GIS\Exhibits\Location Map 12062021.mxd

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Aug 8, 2023

Bid/Contract/PO #:

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Mike Kerr
Contact Phone: 847-823-0500	Contact Email: mkerr@cbbel.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Sam Tornatore	CBBEL	Check	$500.00	Aug 23, 2023
Deb Conroy	CBBEL	Check	$1,000.00	May 15, 2023
Sam Tornatore	CBBEL	Check	$250.00	Aug 5, 2022
Grant Eckhoff	CBBEL	Check	$250.00	May 11, 2022
Brian Krajewski	CBBEL	Check	$250.00	May 31, 2022

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Michael E. Kerr, PE

Title President

Date Oct 24, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

1714

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: East Branch DuPage River ~~Trail Project; Sec No~~ 23-00002-08-BT

Company Name:	Testing Service Corporation	Company Contact:	Tim Peceniak	
Contact Phone:	630-784-4079	Contact Email:	trp@tsccorp.com	

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[x] **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

[x] **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name John Massa

Title President

Date 10/24/2023

TESTING SERVICE CORPORATION CORPORATE SEAL 1954 INDIANA

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

Vendor Ethics Disclosure Form - Completion Information

The County's ethics ordinance requires that certain information be provided by vendors / consultants / contractors who contract with or are seeking to contract with the County to provide goods or services.

If you wish to view the full text for the County's ethics and procurement policies and ordinances, they are available at: http://www.dupageco.org/CountyBoard/Policies/.

A required Vendor Ethics Disclosure Statement is provided for completion and submission to the County.

FORM HEADING:
For DOT purposes, in the top right corner where form has "**Bid/Contract/PO#_____**" , *please leave this line blank.*

FOR #1 AND #2:
Only contributions made within *the current and previous calendar year* **are to be reported.**
Please note that if no contributions have been made, the NONE box must be checked.

Only contributions to DU PAGE county board members, or county board chair currently holding office, should be reported on the form.

If your contract is being approved by the County for the benefit of any other elected official or their departments, you must also report all contributions to that elected official.

Please check the following link to ensure that only incumbent DU PAGE county board members are reported on the form: https://www.dupagecounty.gov/government/county_board/county_board_members/

Please check the following link to ensure that only DU PAGE countywide elected officials are reported on the form: https://www.dupagecounty.gov/elected_officials/

Vendors should state either "***cash***" or "***check***" or "***credit card***" in the Description box of the contributions table. No further explanation needed.

The Lobbyist table is to be completed at the discretion of vendors.
However, if no contacts have been made, the Lobbyist NONE box must be checked.

The Signature and Date must be within 60 days prior to approval by the County Board.

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

File #: DT-R-0090-23 **Agenda Date:** 11/7/2023 **Agenda #:** 23.E.

JOINT FUNDING AGREEMENT FOR PE/ROW
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
EAST BRANCH DU PAGE RIVER TRAIL
FROM ILLINOIS PRAIRIE PATH TO ILLINOIS 56
SECTION NO. 23-00002-08-BT
(COUNTY TO BE REIMBURSED 80% UP TO $1,200,000.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the Illinois Department of Transportation (hereinafter "STATE") in order to facilitate multi-modal access and to ensure the safety of all users, desire to construct the East Branch DuPage River Trail, from Illinois Prairie Path to Illinois 56 (hereinafter "IMPROVEMENT"); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, the COUNTY will be the lead agency for preliminary engineering subject to reimbursement by the STATE; and

WHEREAS, a Joint Funding Agreement for PE/ROW for Federal Participation, (hereinafter "AGREEMENT") has been prepared and attached hereto, which outlines the financial participation of the parties related to the preliminary engineering costs for the IMPROVEMENT; and

WHEREAS, the estimated cost of the preliminary engineering for the IMPROVEMENT is $1,500,000.00 and the estimated reimbursement to the COUNTY by the STATE is $1,200,000.00; and

WHEREAS, through a separate agreement, sufficient funds have been appropriated to pay for preliminary engineering of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before the COUNTY is eligible to be reimbursed by the STATE for incurred costs.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, the referenced AGREEMENT with the STATE; and

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Illinois Department of Transportation

Joint Funding Agreement for PE/ROW

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
DuPage County	DuPage	23-00002-08-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HIP-CDS	N/A	CMAP	08-23-0014

Engineering		Right-of-Way	
State Job Number	Project Number	State Job Number	Project Number
P-91-047-23	RI01(338)		

☒ Local Administered Engineering ☐ Right-of-Way ☐ Other

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
East Branch DuPage River Trail	N/A	N/A	N/A	N/A

Location Termini

Illinois Prairie Pth to IL 56 (Butterfield Rd)

Current Jurisdiction	Existing Structure Number(s)
DuPage County	

Add Location

Remove

PROJECT DESCRIPTION

(Phase I)-Construction of East Branch DuPage River Trail new multi-use path between Illinois Prairie Path and IL 56 (Butterfield Rd).

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for the preliminary engineering work required to complete the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.

9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
    c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered work.
    a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor

receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program: LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date**: Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

   For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements**: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205.
7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	☒	1.	Location Map
	☒	2.	Division of Cost

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature | Date

The above signature certifies the agency's TIN number is

366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

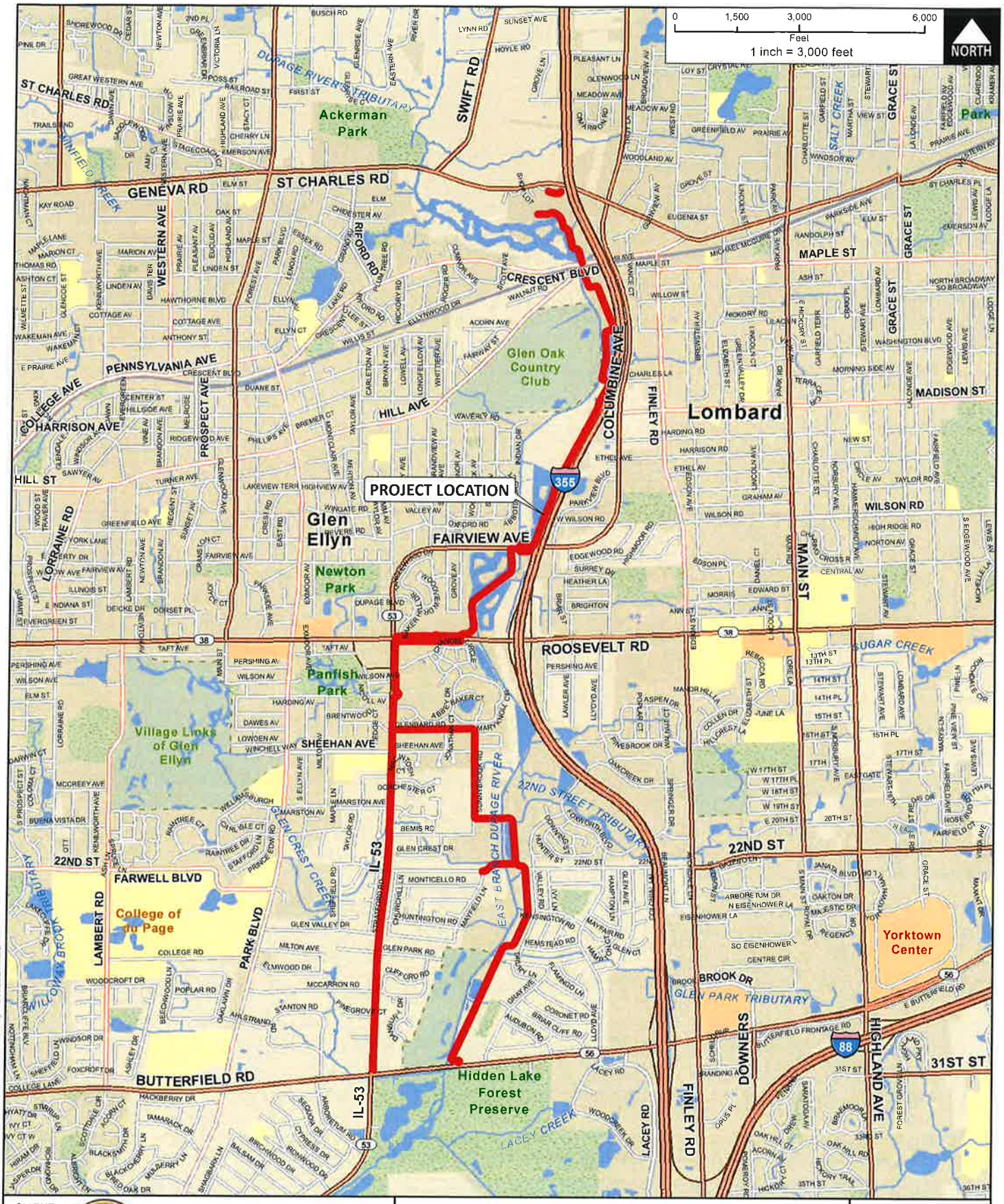
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



CLIENT:

DUPAGE COUNTY DEPARTMENT OF TRANSPORTATION

TITLE:

EAST BRANCH DUPAGE RIVER TRAIL PROJECT LOCATION MAP

PROJ. NO.	190277
DATE:	12/06/2021
SHEET	1 OF 1
DRAWING NO.	EXH 1

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.			SCALE:	1:36,000
DWN.	DRW		AUTHOR:	DWALTERS
CHKD.			PLOT DATE:	12/6/2021
FILE:	Location Map 12062021			

P:\190 N DUPAGE COUNTY DOT\190277.00002\GIS\Exhibits\Location Map 12062021.mxd

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
DuPage County	DuPage	23-00002-08-BT

	Job Number	Project Number		Job Number	Project Number
Engineering	P-91-047-23	RI01(338)	**Right-of-Way**		

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Preliminary Engineering	CDS	$1,200,000.00	*				Local	$300,000.00	BAL	$1,500,000.00
	Total	$1,200,000.00		Total			Total	$300,000.00		$1,500,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*MAXIMUM FHWA (CDS) PARTICIPATION 80% NTE $1,200,000.00.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

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

File #: DT-R-0091-23 **Agenda Date:** 11/7/2023 **Agenda #:** 23.F.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF AURORA
FOR CENTRAL SIGNAL SYSTEM EXPANSION #3
INSTALLATION AND FUTURE MAINTENANCE RESPONSIBILITIES
AT VARIOUS LOCATIONS
SECTION 19-DCCSS-03-TL
(COUNTY TO BE REIMBURSED $49,918.66)

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

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

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

WHEREAS, the COUNTY is preparing plans and specifications for the Central Signal System Expansion #3, known as COUNTY Section No. 19-DCCSS-03-TL (hereinafter referred to as "PROJECT"); and

WHEREAS, the MUNICIPALITY has requested that the COUNTY install upgraded equipment at MUNICIPALITY traffic signals and facilities, and connect to the existing COUNTY Central Signal System Network as part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the engineering, financial obligations, shared network use and maintenance responsibilities of the COUNTY and the MUNICIPALITY related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

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

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

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF AURORA
FOR CENTRAL SIGNAL SYSTEM EXPANSION 3
INSTALLATION AND FUTURE MAINTENANCE RESPONSIBILITIES
AT VARIOUS LOCATIONS
SECTION NO.: 19-DCCSS-03-TL

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of_____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Aurora, (hereinafter referred to as "MUNICIPALITY"), a home rule municipal corporation with offices at 44 East Downer Place, Aurora, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY has received Congestion Mitigation Air Quality funding to expand its Central Signal System under COUNTY Section Number: 19-DCCSS-03-TL (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, the MUNICIPALITY has requested that the COUNTY install upgraded traffic signal equipment and Ethernet communications at two (2) Municipal traffic signals and connect the existing DuPage County and City of Aurora Transportation Management Center networks through a server-level connection in the Centracs software (hereinafter referred to as the "WORK") as a part of the PROJECT; and

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

WHEREAS, the COUNTY and the MUNICIPALITY desire to establish the parties' mutual project cost, shared use of systems and maintenance responsibilities with respect to the PROJECT; and

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

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.); and

WHEREAS, the COUNTY and MUNICIPALITY are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*.

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

1.0 INCORPORATION

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

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

2.0 SCOPE OF PROJECT

2.1. The PROJECT includes, but is not limited to, modernization of traffic signal hardware and software to establish connections to Ethernet-based Central Traffic Management Systems, as well as support/prepare for future transit signal priority and connected vehicle technology, at the arterial and collector road network level. The PROJECT shall also include the WORK.

2.2. The WORK includes installation of an upgraded traffic signal controller, Layer II Ethernet switch, new fiber optic cable, and necessary peripherals at two (2) of the MUNICIPALITY 's traffic signals as required to establish a connection to the COUNTY's Central Signal System. The specific MUNICIPALITY traffic signals included in the PROJECT are located at Bilter Road and the I-88 westbound ramps and at Diehl Road and the I-88 eastbound ramps.

2.3. The WORK includes establishing a server-level connection between the existing COUNTY and MUNICIPALITY Centracs centralized signal management software, including all

necessary hardware, software, and integration. The server-level connection will allow the parties to view the operations of one another's traffic signals and video cameras located in or near the City of Aurora's municipal boundaries for purposes of facilitating efficient traffic flow and improving interoperability.

3.0 RESPONSIBILITIES – JOINT

3.1. The parties agree to cooperate in and make every effort to cause the construction of the PROJECT.

3.2. The COUNTY and MUNICIPALITY agree that the scope of WORK is included in the contract documents for Section 19-DCCSS-03-TL and said contract documents are incorporated into this AGREEMENT by reference. Exhibit A is attached hereto and incorporated herein by reference outlining the estimated cost to the MUNICIPALITY for the WORK including construction engineering.

3.3. The COUNTY and MUNICIPALITY agree that the contract documents for the WORK were prepared in an effort to minimize the need to relocate MUNICIPALITY utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to have resulted from the information provided to the COUNTY from the MUNICIPALITY, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the MUNICIPALITY.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall be responsible for all PROJECT costs except as noted hereinafter, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way and/or easement acquisition, if any, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, permit processing except as noted in paragraph 5.2 hereinafter, and utility coordination except as noted in paragraph 3.3 hereinabove, and construction engineering for the PROJECT.

4.2. Both the COUNTY and MUNICIPALITY agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the MUNICIPALITY regarding the progress of the WORK and any problems encountered or changes

recommended. No change order which affects the MUNICIPALITY's facilities, or MUNICIPALITY cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written approval by the MUNICIPALITY.

4.3. For the purposes of this agreement the "SIGNAL SYSTEM" shall include Central Traffic Management System software, as well as communications cables within COUNTY or MUNICIPALITY rights-of-way, Ethernet switches, communications hardware, and PTZ cameras, as well as peripheral equipment.

5.0 RESPONSIBILITIES OF THE MUNICIPALITY

5.1. The MUNICIPALITY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the MUNICIPALITY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The MUNICIPALITY shall retain the right of ingress and egress over said areas so long as it does not interfere with the WORK. Upon completion of the PROJECT, the right-of-entry shall terminate.

5.2. The MUNICIPALITY agrees, if necessary, to decide for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing MUNICIPALITY rights of way which are in conflict with the PROJECT at no expense to the COUNTY.

5.3. The MUNICIPALITY agrees to reimburse the COUNTY one hundred (100%) percent of the local share of the construction cost of the WORK.

5.4. The MUNICIPALITY agrees to reimburse the COUNTY an additional ten (10%) percent of the local share of the actual final construction cost of the WORK for construction engineering.

5.5. The MUNICIPALITY agrees to pay the COUNTY fifty (50%) percent of the estimate of MUNICIPALITY cost as attached hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK. Upon completion of the WORK and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the MUNICIPALITY agrees to reimburse the COUNTY for the balance of the MUNICIPALITY cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

6.0 MAINTENANCE AND SHARED ACCESS

6.1. Upon completion of the PROJECT:

6.1.1 Any new fiber optic cable and conduit that is installed in the COUNTY's right-of-way shall be owned, operated and maintained by the COUNTY.

6.1.2 Any new fiber optic cable and conduit that is installed in the MUNICIPALITY'S right-of-way shall be owned, operated and maintained by the MUNICIPALITY.

6.1.3 The MUNICIPALITY shall grant the COUNTY access to its traffic signal field equipment or other facilities owned by the MUNICIPALITY for maintenance purposes with one (1) business day notice. MUNICIPALITY retains the right to require COUNTY personnel to be escorted by a representative of the MUNICIPALITY when accessing MUNICIPALITY facilities.

6.1.4 The COUNTY shall grant the MUNICIPALITY access to its traffic signal field equipment or other facilities owned by the COUNTY for maintenance purposes with one (1) business day notice. The COUNTY retains the right to require MUNICIPALITY personnel to be escorted by a representative of the COUNTY when accessing COUNTY facilities.

6.1.5 The MUNICIPALITY shall be given remote access to the COUNTY's SIGNAL SYSTEM for the purpose of sharing data and video services.

6.1.6 The COUNTY shall be given remote access to the MUNICIPALITY's SIGNAL SYSTEM for the purposes of sharing data and video services.

6.1.7 The COUNTY shall be responsible for specific equipment located on the MUNICIPALITY's facilities. The MUNICIPALITY shall be responsible for specific equipment located on the COUNTY's facilities. The specific equipment subject to this section are listed in Exhibit B. The parties agree that the equipment listed in Exhibit B may be revised by the designated representatives from time to time as necessary and mutually agreed upon without amendment of the AGREEMENT.

6.1.8 Each party shall continue to designate a representative to the other party who shall serve as the full time representative regarding the SIGNAL SYSTEM.

6.1.9 The COUNTY and the MUNICIPALITY agree that existing responsibility for energy and maintenance including phasing, timing and operations related to the individual traffic signals involved in the PROJECT will continue as they had prior to the PROJECT.

6.1.10 Upon completion of the PROJECT, the COUNTY shall continue to own, operate and maintain the COUNTY'S SIGNAL SYSTEM and shall provide and pay for all costs associated with the future routine maintenance of the COUNTY'S SIGNAL SYSTEM.

6.1.11 Upon completion of the PROJECT, MUNICIPALITY shall continue to own, operate and maintain the MUNICIPALITY'S SIGNAL SYSTEM and shall provide and pay for all costs associated with the future routine maintenance of the MUNICIALITY's SIGNAL SYSTEM.

7.0 INDEMNIFICATION

7.1. The COUNTY shall indemnify, hold harmless and defend the MUNICIPALITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

7.1.1. The COUNTY acknowledges that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify MUNICIPALITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the MUNICIPALITY, or any person or entity claiming a right through MUNICIPALITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.2. The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the MUNICIPALITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

7.2.1. The MUNICIPALITY acknowledges that the MUNICIPALITY has made no representations, assurances or guaranties regarding the MUNICIPALITY's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the MUNICIPALITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing MUNICIPALITY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the other party, under the law.

7.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's and COUNTY's indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the MUNICIPALITY assumes its maintenance responsibilities as set forth in paragraph 6.1 hereof.

8.0 GENERAL

8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and improvements requested by the MUNICIPALITY as a part of the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

8.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or MUNICIPALITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

8.3. In the event of a dispute between the COUNTY and MUNICIPALITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the City Engineer of the MUNICIPALTY shall meet and resolve the issue.

8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the WORK covered in this AGREEMENT. Representatives shall be readily available to the other party.

8.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

10.0 NOTICES

10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For MUNICIPALITY:
Ken Schroth
Director of Public Works/City Engineer
City of Aurora
44 E Downer Place
Aurora, IL 60507
Phone: 630.256.3200
Email: enggenmail@aurora-il.org

With a Copy to:
City of Aurora
ATTN: Law Department
44 E. Downer Place
Aurora, IL 60507
Phone: 630.256.3060
Email: lawDept@aurora.il.us

For COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Phone: 630.407.6900
Email: Christopher.snyder@dupageco.org

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing except for the provisions stated in paragraph 6.1.7 herein.

12.0 ASSIGNMENT

12.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

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

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1. Neither party shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

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

COUNTY OF DU PAGE

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Signature on File

Jean Kaczmarek
County Clerk

CITY OF AURORA

~~Richard C. Irvin~~ Michael B Saville
Mayor Pro Tem

ATTEST:

Jennifer Stallings
City Clerk

EXHIBIT A
ESTIMATE OF MUNICIPALITY COST

Estimate of WORK construction costs: (MUNICIPALITY'S Local Share)	$45,380.60
Estimate of construction engineering (10% of WORK) (MUNICIPALITY'S Local Share)	$ 4,538.06
Total Estimate of MUNICIPALITY COST:	$49,918.66

EXHIBIT B

(Equipment, location & maintenance responsibility to be added)

Equipment (Owner)	**Location (Facility Owner)**	**Maintenance Responsibility**
Firewall (DuPage DOT)	Aurora Municipal Building (Aurora)	DuPage DOT
Pan-tilt-zoom (PTZ) camera, Ethernet switch, communications cable, and peripheral hardware (Aurora)	Intersection of Eola Road & Indian Trail / North Aurora Road (DuPage DOT)	City of Aurora

THE COUNTY OF DU PAGE, ILLINOIS 1839

CITY OF AURORA, ILLINOIS

RESOLUTION NO. R23-315
DATE OF PASSAGE October 24, 2023

A Resolution Authorizing the Mayor to execute an intergovernmental agreement, between the City of Aurora and The County of DuPage for central signal system expansion 3, Installation and Future maintenance responsibilities at various locations.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, The County of DuPage (County) has secured Congestion Mitigation Air Quality (CMAQ) funding to expand its central signal system under County section number 19-DCCSS-03-TL.

WHEREAS, the city has requested that County install upgraded traffic signal equipment and ethernet communications at two municipal traffic signals, at Bilter Road and the I-88 westbound ramps and Diehl Road and the I-88 eastbound ramps and connect the existing DuPage County and City of Aurora Transportation Management center networks through a server-level connection in the Centracs software.

WHEREAS, the county is willing to incorporate the work into the plan for the project that benefits residents of both parties and the general public.

WHEREAS, the city and county desire to establish the parties' mutual project cost, share use of systems and maintenance responsibilities with respect to the project as described in Exhibit A and B.

WHEREAS, the city will be responsible for 100% of the local share of the construction cost of the work in the approximate amount of $ $45,380.60 plus 10% of the local share of the actual final construction cost of the work for construction engineering in the approximate amount of $4,538.06, bringing the total to $49,918.66 as estimated in the IGA (Exhibit A).

RESOLUTION NO. R23-315
DATE OF PASSAGE October 24, 2023

WHEREAS, The following accounts will be utilized:

Repairs, Mtce, and Services Traffic Signals	101-4020-418-38-22
GC072 Intersection Video Monitoring	255-4020-418-77-03

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: the Mayor is authorized to execute an intergovernmental agreement between the City of Aurora and The County of DuPage for Central Signal System expansion 3, Installation and future maintenance responsibilities at various locations.

RESOLUTION NO. R23-315

LEGISTAR NO. 23-0678

PASSED AND APPROVED ON **October 24, 2023**

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Tolliver, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	yes
Alderman Laesch, At Large	yes
Alderman Woerman, At Large	yes

ATTEST:

Signature on File

City Clerk

Signature on File

Mayor Pro-Tem, Michael B. Saville

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

File #: 23-3659 **Agenda Date:** 11/14/2023 **Agenda #:** 24.A.

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

These calculations are projections based on the County's internal employment and payroll records. The Illinois Municipal Retirement Fund (IMRF) will calculate the final payouts of the employee's pension and resulting cost to the County after the employee's actual separation from County employment.

As used in this report:

"Retention Benefit" means a payment required by the County's Employee Retention Program. The County Board adopted the Employee Retention Program as an employee benefit in January of 1999 and discontinued it in December of 2002. Only employees hired prior to December 1, 2002 were eligible for this benefit, those hired after were not.

"Pre-FY12 Sick Time" means a payment for unused sick time that an employee accumulated prior to FY12. In 2011 the County Board amended its personnel policy so that sick time accumulated afterwards did not carry value that an employee could use to increase IMRF benefits.

Sheriff's Office

Tiffany Wayda, Deputy Sheriff Sergeant
Reason for Payout: Retirement Date 04/01/2024
Length of IMRF service at retirement: 24 years 03 months
Retention Benefit: 960 hours $ 57,817.82
Pre-FY12 Sick Time: 435 hours $ 26,198.70
Increase in monthly pension amount: $ 560.02
Increase in employer's pension cost: $ 102,763.97