



# DU PAGE COUNTY

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

## Human Services

### Final Regular Meeting Agenda

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Tuesday, June 4, 2024

9:30 AM

Room 3500A

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1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENT**

4. **CHAIR REMARKS - CHAIR SCHWARZE**

5. **APPROVAL OF MINUTES**

5.A. [24-1681](#)

Human Services Committee - Regular Meeting - Tuesday, May 21, 2024

6. **COMMUNITY SERVICES - MARY KEATING**

6.A. [FI-R-0094-24](#)

Acceptance and appropriation of the Illinois Department of Healthcare and Family Services Access and Visitation Grant PY25 Intergovernmental Agreement No. 2025-55-024-IGA B, Company 5000 - Accounting Unit 1670, \$102,000. (Community Services)

6.B. [24-1682](#)

HS-P-0088A-23 Amendment to Resolution HS-P-0088-23, issued to WellSky Corporation for the purchase of additional software and training, for Community Services, for the period of November 1, 2023 through October 31, 2024, to increase the encumbrance in the amount of \$7,330 for a new contract total of \$51,050.48, a 16.77% increase. (6782-0001-SERV)

7. **COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING**

7.A. [HS-R-0013-24](#)

Recommendation for Approval of a HOME Investment Partnerships Act (HOME) Funds Program Agreement between DuPage County and Addison Horizon Limited Partnership – Addison Horizon Senior Living Community – in the Amount of \$5,250,000 – for construction of a 62-unit affordable rental housing development for seniors (62+).

7.B. [HS-R-0014-24](#)

Recommendation for Approval of a Scrivener's error on the Agreement between DuPage County and DuPage Pads Inc, on Page One, Paragraph One, under Resolution # HS-R-0040-23.

**8. DUPAGE CARE CENTER - JANELLE CHADWICK****8.A. [HS-P-0021-24](#)**

Recommendation for the approval of a contract purchase order issued to Professional Medical & Surgical Supply, Inc., to furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2024 through July 29, 2025, for a total contract not to exceed \$58,000; under bid renewal #22-040-DCC, second of three one-year renewals.

**9. BUDGET TRANSFERS****9.A. [24-1683](#)**

Transfer of funds from account no. 1400-5920-50040 (part-time help) to account no.1400-5920 50010 (overtime), in the amount of \$2,000 to cover the cost of overtime due to an unanticipated lengthy vacancy and to transfer funds from account no. 1400-5920-53828 (contingencies) to 1400-5920-51040 (employee medical & hospital insurance) in the amount of \$750, to cover expenses in the unbudgeted line, for the Family Center. (Community Services)

**10. RESIDENCY WAIVERS - JANELLE CHADWICK****11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****12. COMMUNITY SERVICES UPDATE - MARY KEATING****13. OLD BUSINESS****14. NEW BUSINESS****15. ADJOURNMENT**



# Minutes

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

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**File #:** 24-1681

**Agenda Date:** 6/4/2024

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Human Services

### Final Summary

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

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**Tuesday, May 21, 2024**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

9:30 AM meeting was called to order by Acting Chair Paula DeaconGarcia at 9:31 AM.

**2. ROLL CALL**

Other Board Members present: Member Yeena Yoo and Member Jim Zay.

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Renee Zerante (State's Attorney Office), Jeff Martynowicz, (Chief Financial Officer), MaryCatherine Wells, Keith Jorstad, Tabassum Haleem (Finance), Valerie Calvente (Procurement), Mary Keating (Director of Community Services), and Janelle Chadwick, remotely (Administrator of the DuPage Care Center).

<b>PRESENT</b>	Childress, DeSart, Galassi, Garcia, and LaPlante
<b>REMOTE</b>	Schwarze

**MOTION TO ALLOW REMOTE PARTICIPATION**

Member DeSart so moved, seconded by Member Childress to allow Chair Greg Schwarze to participate remotely.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Michael Childress

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

No remarks were offered.



**5. APPROVAL OF MINUTES**

5.A. [24-1572](#)

Human Services Committee - Regular Meeting - Tuesday, May 7, 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lynn LaPlante

**6. COMMUNITY SERVICES - MARY KEATING**

6.A. [FI-R-0089-24](#)

Acceptance and appropriation of additional funding for the Illinois Department of Human Services (IDHS) Supportive Housing Grant PY24 inter-governmental agreement No. FCSCH00352, Company 5000 - Accounting Unit 1760, from \$154,180 to \$167,996, an increase of \$13,816. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**7. TRAVEL**

7.A. [24-1573](#)

Community Services administrator to attend the National Association of County Community & Economic Development (NACCED) Summer Meeting in Tampa, Florida, from July 10, 2024 through July 13, 2024. Expenses to include transportation, lodging, and per diems, for approximate total of \$2,717. Community Development Block Grant funded.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**8. INFORMATIONAL**

Motion to Combine Items

Member Garcia so moved and Member DeSart seconded a motion to combine items 8.A. through 8.E. The motion was approved on voice vote, all "ayes".

8.A. [24-1574](#)

GPN 019-24 Low Income Home Energy Assistance Program (LIHEAP) Grant PY25, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Health and Human Services - \$3,487,312. (Community Services)

8.B. [24-1575](#)

GPN 020-24 Low Income Home Energy Assistance Program (LIHEAP) State Supplemental Grant PY25, Illinois Department of Commerce and Economic Opportunity - \$3,681,051. (Community Services)

8.C. [24-1576](#)

GPN 021-24 Weatherization DOE Grant PY25, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Energy - \$734,681. (Community Services)

8.D. [24-1577](#)

GPN 022-24 Weatherization HHS Grant PY25, Illinois Department of Commerce and Economic Opportunity, U.S. Department of Health and Human Services - \$967,886. (Community Services)

8.E. [24-1578](#)

GPN 023-24 Weatherization State Grant PY25, Illinois Department of Commerce and Economic Opportunity - \$426,227. (Community Services)

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Dawn DeSart
<b>AYES:</b>	Childress, DeSart, Galassi, Garcia, and LaPlante
<b>REMOTE:</b>	Schwarze

**9. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

**10. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Care Center has had another covid outbreak, believed to be the new variant called FLiRT. Ten residents and seven staff have been affected. At least 122 residents received the vaccine in April. Some were not able to receive the vaccine due to age requirements. Only one resident had significant symptoms but is on the mend. The residents are slowly moving off the covid unit.

Member Galassi asked about the current protocol. Ms. Chadwick replied that if a resident tests positive they are moved onto the covid unit. The Care Center is performing contact tracing, such as a roommate or any contacts resident had on day one, three, and five. If testing negative through day five, the resident is no longer considered a possible carrier. A quarantined resident remains on the covid unit for fourteen days.

Member LaPlante asked if testing is done as a matter of course or symptomatically, to which Ms. Chadwick replied they test symptomatically and if exposed. She also answered the question that the DuPage Care Center is now masked but was not at the time of the breakout.

Regarding the Care Center renovations, Unit 4N underwent the life safety code survey and the nursing clinical side and was cleared for occupancy by both. The Care Center is now waiting for the official letter from the Illinois Department of Public Health (IDPH) to begin moving residents into the unit. Staff are now planning the details of the move and expect it to take about two weeks once approved by IDPH.

Vice Chair Garcia asked about visiting the new rooms in consideration of the covid outbreak. Ms. Chadwick replied that 2N and 2E are quarantined and will not affect a visit to the 4N unit. Members can contact Janelle Chadwick for visitation.

**11. COMMUNITY SERVICES UPDATE - MARY KEATING**

Discussion of 2nd round of food pantry infrastructure grants

Mary Keating, Director of Community Services gave an overview of the latest round of applications to the food pantry infrastructure grants. As a reminder, she stated there is \$1.145M in ARPA interest that has been allocated for food assistance. The board has set aside \$500,00 for a second round of food pantry infrastructure grants. The Finance team produced a handout that reflects all the applications the County received for the second round of funds. The total request was \$1.2M. Ms. Keating thanked the Finance ARPA team for reviewing the applications and putting together the numbers. The total requests were separated on the blue section of the handout by applications that didn't receive any funding or didn't apply in the first round of applications, which comes to a total of \$557,000. Some of the agencies have issues with backup, which reflects that agencies have requested amounts without clear receipts of cost and/or may have rounded up their requested dollars. If approved to move forward the Finance team would go back to applicants for a hard, verifiable amount of their purchases.

The yellow section of the handout contains applicants that are applying for funds a second time. Some are listed as partially ineligible, typically due to things related to building improvements, which were not eligible.

Chair Schwarze commented on the available options:

1. Only fund those agencies that were not previously funded in round one.
2. Increase the \$500,000 to fund everything we can.
3. Rank or prioritize all entities whether previously funded or not.
4. A potential fourth option involves giving the agencies previously not funded money now and revisiting the previously funded agencies after poll conciliations of ARPA funds, if there are funds available for food assistance.

Nick Kottmeyer, Chief Administrative Officer, explained that we are entering the final stages of ARPA deadlines. All funds need to be allocated by the end of 2024 and spent by the end of 2026. Right now, 100% of ARPA and ARPA interest funds have been allocated. As the County is entering the final phase of all the previous contracts they have, some money may be reclaimed over the next three months due to agencies not meeting the deadlines. The County Board will have to determine how to allocate the funds, which may include additional funding to the food insecurities.

Chair Schwarze stated that our current assistance for the Northern Illinois Food Bank (NIFB) will take us through June 2025. As current food pantry lines indicate, the need for food is still high. Chair Schwarze added that he will submit a request to the County Board Chair Deb Conroy to include a budget line item for food assistance in 2025.

His suggestion is to fund the agencies that have not been funded yet after the final numbers are achieved by Finance and see what is left over from unspent allocated funds of about \$600,000, along with any funds remaining from the take back of funding from other unspent means, and then to revisit the agencies with a second request.

Member DeSart agreed to funding the agencies that have not received previous funding.

Member Galassi was fearful that the rollout was not as clear as it should have been. Ms. Galassi brought up her concerns that HCS Family Services was told they could not request a refrigerated van in the original round and received other funding, eliminating the ability to receive funding for the needed van under the current process. HCS Family Services supports the Hinsdale Lake Terrace, which is an area the County Board has been focused on uplifting.

Member Zay noted that some agencies have up to five requests and maybe they can prioritize their needs. His desire is to get food to the people.

Ms. Keating asked for the next step. Once we get the numbers from Finance do we want this to come back to the Human Services committee, or go to Finance for discussion or for a vote?

Chair Schwarze responded it will need to come back to committee, especially if prioritization must be met. After discussion, most members agreed to bring the consideration and/or vote back to committee.

The handout is attached hereto and made part of the minutes packet.

### [24-1621](#)

Food Pantry Infrastructure Investment Program Second Round Requests

**12. OLD BUSINESS**

Chair Schwarze stated that the committee previously discussed the township pantry opt out. The committees' unanimous consensus was to not allow agencies to opt out for cash in the future. Recently York and Bloomingdale Townships chose to re-enter the program. The Addison Township Supervisor, Dennis Reboletti requested the cash funds over the food delivery program, which would amount to about \$12,500 based on the population served. Chair Schwarze wanted confirmation from the committee that the agencies could receive food only, with no cash payouts. The committee members agreed and discussed a consistent message. Chair Schwarze stated that he will draft a letter and call the Township Supervisor with our decision. Greg wants all County Board members to be prepared that the township may appeal to the County Board.

**13. NEW BUSINESS**

Chair Schwarze stated that Downers Grove Fish put in an application for ARPA funds in the first round for a delivery van for \$50,000. The pantry submitted a receipt for the purchase, which was approved by DuPage County, not noticing the truck was purchased in June 2023, before the program began in August. To amend the oversight, this funding will be removed from the infrastructure grant and they will create a resolution for the next County Board agenda, May 28, 2024.

**14. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:06 AM.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Michael Childress



## Finance Resolution

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

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**File #:** FI-R-0094-24

**Agenda Date:** 6/4/2024

**Agenda #:** 10.B.

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ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
ACCESS AND VISITATION GRANT PY25  
INTERGOVERNMENTAL AGREEMENT NO. 2025-55-024-IGA B  
COMPANY 5000 - ACCOUNTING UNIT 1670  
\$102,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Healthcare and Family Services that grant funds in the amount of \$102,000 (ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS) are available to be used to provide mediation services to never-married parents when ordered by the Circuit Court of DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 2025-55-024-IGA B with the Illinois Department of Healthcare and Family Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Intergovernmental Agreement is from July 1, 2024 through June 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 2025-55-024-IGA B (ATTACHMENT II) between DuPage County and Illinois Department of Healthcare and Family Services 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 \$102,000 (ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois Department of Healthcare and Family Services Access and Visitation Grant PY25, Company 5000 - Accounting Unit 1670, for the period July 1, 2024 through June 30, 2025; and

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

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

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

Enacted and approved this 11<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
ACCESS AND VISITATION GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 2025-55-024-IGA B  
COMPANY 5000 – ACCOUNTING UNIT 1670  
\$102,000

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	91,800
41400-0003 - State Operating Grant - IDHFS		<u>10,200</u>

TOTAL ANTICIPATED REVENUE \$ 102,000

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	83,097
51010-0000 - Employer Share I.M.R.F.		6,831
51030-0000 - Employer Share Social Security		6,357
51040-0000 - Employee Med & Hosp Insurance		<u>5,715</u>

TOTAL PERSONNEL \$ 102,000

TOTAL ADDITIONAL APPROPRIATION \$ 102,000



**State of Illinois**  
**Intergovernmental Agreement**  
between  
**Illinois Department of Healthcare and Family Services**  
and  
**Community Services of DuPage County**

Agreement No. 2025-55-024-IGA B

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and the **Community Services of DuPage County** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS** the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) (“Child Support Enforcement”); and

**WHEREAS** the Department seeks services to provide an Access and Visitation Program;

**WHEREAS** the Contractor desires to provide these services under the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE 1 — DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1** “Child Support Enforcement Program” means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2** The term “IV-D” refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3** The term “IV-D matter” is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients.
- 1.4** The term “non-IV-D” is defined as that which pertains to any support matter other than IV-D as defined in **Sections 1.2 and 1.3**.
- 1.5** The term “CFDA” is defined as Catalog of Federal Domestic Assistance. The Department’s Division of Child Support Enforcement’s CFDA Number is 93.597.

**ARTICLE 2 — TERM AND SCOPE**

- 2.1 Term.** The term of this Agreement shall be from July 1, 2024 through June 30, 2025, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 Renewal.** This Agreement is not subject to renewal.

**2.3 Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 Availability of Appropriation; Sufficiency of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 3.2 Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.
- 3.7.1** Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2** Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing

liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.

- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

## ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department’s counsel from contacting Contractor or Contractor’s counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Contractor:	Victoria Kappas DuPage County Family Center 422 N. County Farm Road Wheaton, Illinois 60187
Telephone:	630.407.2460
Email:	Victoria.Kappas@DuPageco.org
Department:	Irene Curran Division of Child Support Services 36 South Wabash Avenue, 8 <sup>th</sup> Floor Chicago, Illinois 60603
Telephone:	312.814.4250
Email :	<a href="mailto:Irene.Curran@illinois.gov">Irene.Curran@illinois.gov</a>

## ARTICLE 5 — RIGHTS AND RESPONSIBILITIES

### 5.1 Contractor’s Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided copies of such upon Contractor’s written request.

**5.1.2** Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.

**5.2 Consultation and Performance Reviews.**

**5.2.1** Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.

**5.2.2** The Department may conduct a post-performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information.

**5.3 Contractor's Duties.** The Contractor shall

**5.3.1** Provide access and visitation services to non-married parents were ordered by the Circuit Court of DuPage County for mediation services for the resolution of visitation and custody-related disputes including but not limited to the following listed services: 5.3.1.1 through 5.3.1.3 Mediation services shall be provided by certified mediators.

**5.3.1.1** Mediation -The process whereby parents, with the help of a skilled and neutral mediator, can negotiate their differences. Mediation can help parents articulate their positions in a way that helps them reach their own resolution of their differences.

**5.3.1.2** Assessment -A means of examining a parents' needs in areas such as health, education, employment and parenting skills. This may include referral.

**5.3.1.3** Parenting education -This education can help give parents a basic framework for understanding the process and facing the challenges posed as their case moves through the legal system. Parenting education also can help parents understand and prepare for the effects their decisions will have on their lives and the lives of their children.

a. Parenting Plans -Plans means a written description of the parental decision-making, parenting time, and residential arrangements that parents who do not live together agree upon for their children, which may include an assessment and referral.

b. Supervised visitation and neutral drop off sites. A safe environment where an impartial third party controls the visitation activity.

c. Evaluation Services. (In-house or consultant). Evaluation services means a comprehensive psychological evaluation requested by the court.

**5.3.2** Provide the Department with a Monthly Report no later than the fifteenth (15) day of the following month of the activity being reported.

**5.3.2.1** Monthly Reports shall include the following information for referred clients:

a. child support payment history of participants;

b. number of families participating, the number of children, the type of services provided, and the time period of the participants' involvement;

c. demographic information on participating families including wage, educational level and occupation of both parents, and age and sex of each child;

d. number of families who require further enforcement or drop out of the program and at what point of service either of these events occur;

e. number of families moving from supervised to unsupervised visitation; and

f. number of families completing specified services.

- 5.3.2.2** Monthly Reports shall be mailed to:  
Irene Curran, Contract Manager  
Division of Child Support Services  
36 South Wabash Avenue, 8<sup>th</sup> Floor  
Chicago, Illinois 60603
- 5.3.2.3** Failure to provide Monthly Reports as indicated will result in the withholding of payment (**Section 6.3.3**).
- 5.3.3** Submit an acceptable Final Report to the Department, which shall be due within thirty (30) days after the conclusion of the Agreement term, per **Article 2**.
- 5.3.3.1** Final Report shall include the following information:
- a. A program narrative and overview of the access and visitation program implementation for the term of the Agreement, including information reported in **Section 5.3**, above; and
  - b. A statement of services rendered during the term of the Agreement.
- 5.3.3.2** Final Report shall be mailed to:  
Irene Curran, Contract Manager  
Division of Child Support Services  
36 South Wabash Avenue, 8<sup>th</sup> Floor  
Chicago, Illinois 60603
- 5.3.3.3** Failure to provide a Final Report as indicated will result in the withholding of payment (**Section 6.3.3**).
- 5.3.4. Federal Tax Information.** In performance of this Agreement, the Contractor will not have access to any Federal Tax Information, as defined in IRS Publication 1075.
- 5.4 Department's Duties.** The Department shall pay the Contractor pursuant to **Article 6** of this Agreement for its performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses.
- 5.5 Joint Obligations.** Identifying information contained in the databases of both parties which are subject to the confidentiality provisions of federal and state statutes, rules and regulations. When confidential information is exchanged, the following rules shall apply: 1) the confidential nature of the information must be preserved; b) the information furnished must be used only for the purposes for which it was made available; c) assurance must be given that the proper steps shall be taken to safe guard the information; d) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute; e) agree that the data access shall be limited to the minimum extent necessary to accomplish a proper government purpose; and (f) the data shall be transmitted between the Parties in a secure and encrypted format.
- 5.5.1** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
- 5.5.1.1** Title IV-D of the Social Security Act, 42 USC section 651 et seq.
  - 5.5.1.2** Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - 5.5.1.3** Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
  - 5.5.1.4** The Department's Child Support Enforcement Manual.
  - 5.5.1.5** Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
  - 5.5.1.6** Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## ARTICLE 6 — BILLING AND PAYMENT

- 6.1 Amount of Payment.** The maximum amount of the Department’s obligation under this Agreement is **\$102,000**. Contractor’s budget (**Appendix A**) as approved by the Department is set forth in the Appendix and made a part hereof.
- 6.2 Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Reports shall meet the following requirements:
- 6.2.1** All record keeping shall be in accordance with sound accounting standards.
- 6.2.2** The Contractor shall sign and submit to the Department reports of actual expenditures fifteen (15) calendar days following the month of such expenditures. The monthly reports shall include a signed statement certifying that 100% of the employee expenditures submitted were dedicated to the Access and Visitation Program, pursuant to 2 CFR part 225/A-87. The Department will authorize payment to the Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:
- Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
201 S, Grand Ave. E. 2<sup>nd</sup> floor,  
Springfield, Illinois 62704
- 6.2.3** The Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in **Appendix A** and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Article 6**, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, the Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. The Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by the Contractor to fulfill the duties of this Agreement.
- 6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor’s performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed, or expenses incurred prior to the term of this Agreement.
- 6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.
- 6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
- 6.3.4** The parties will make final determination of the necessary expenditures the Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the Contractor. The Department will reimburse the Contractor for any underpayment of such finally determined expenditures and the Contractor shall reimburse the Department for any overpayment.
- 6.3.5** Reimbursements made by the Department pursuant to this Article shall constitute full payment owed to Contractor by the Department under Federal or State law for the duties

performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department for the performance of these duties.

- 6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
- 6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this Agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.
- 6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 et seq.) shall apply.
- 6.3.9** Prior written approval from the Department's Agreement Manager must be secured by the Contractor in order to receive reimbursement for the following:
  - 6.3.9.1** The cost of new or additional leases or rental agreements for either real or personal property;
  - 6.3.9.2** The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10** The Contractor shall be responsible for obtaining hardware, software and office equipment, maintenance agreements, excluding software purchased by the Department, and for purchasing supplies, i.e., paper, toner, ink cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the parties.
- 6.3.11** Each local Contractor's Office will be connected to the KIDS system via the Department's Child Support data circuit installed to the County facility. The Contractor will work with the Department's technical staff to establish this connectivity in the most cost-effective manner possible for the taxpayers of Illinois. As technology changes are made by the Department and the State of Illinois that allow more cost-effective connectivity solutions, the Contractor will work with the Department's technical staff to allow these solutions to be used for the Department's provided connections at the Contractor's Office.
- 6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5. Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.

- 6.6. Travel.** Payment for approved travel expenses will be made by the Department in accordance with the Department's Employee Travel regulations. Requests for travel expenses must be approved prior to the travel dates to be eligible for reimbursement.
- 6.7. State Fiscal Year.**
- 6.7.1** Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed, and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
- 6.7.2** All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
- 6.7.3** It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose, nor shall they constitute a breach.

## ARTICLE 7 — GENERAL TERMS

- 7.1 Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1** The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
- 7.3.2** Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3** Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 Audits and Records.**
- 7.4.1 Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services,



the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement (“Authorized Persons”), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor’s books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

**7.4.2 Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

**7.4.3 Audit Requirements.**

**7.4.3.1** This Paragraph applies to Grantees that are not “for-profit” entities.

**7.4.3.2 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, AU-C 265 communications and the Consolidated Year-End Financial Report(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) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

**7.4.3.3 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:

- a.** If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, 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 based on the Grantee’s risk profile.
- b.** If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- c.** If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall 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 Federal and State Awards.
- d.** If Grantee does not meet the requirements in subsections 7.4.3(b) and 7.4.3(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.

- e. 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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

**7.4.4 Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

**7.4.5 Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**7.4.6 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

**7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately.

**7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

**7.7 Confidentiality.**

**7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the

interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

**7.7.2 Confidentiality of Program Recipient Identification.** Personally identifiable information maintained by both Parties is subject to the confidentiality provisions of Federal and State statutes, rules and regulations, including, but not limited to, Title XIX of the *Social Security Act (42 USC 1396 et seq.)*. When personally identifiable information is exchanged or shared by Contractor and HFS, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The release of personally identifiable information, data or records by either Party and/or their respective staff to any unauthorized person may subject HFS or Contractor and their respective staff to criminal and/or civil penalties as imposed by law.

**7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

**7.9 Fraud and Abuse.** Contractor shall report in writing to the Department's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor's staff, Contractor's subcontractors, Department employees or Department's contractor. Contractor shall make this report within three days of first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, the Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. The Contractor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes the Contractor or subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

**7.11 Indemnification.**

**7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits,

losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

**7.11.2** Neither party shall be liable for incidental, special or consequential damages.

**7.11.3** Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

**7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

**7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

**7.14 Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

**7.15 Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

**7.16 Purchase of Equipment.**

**7.16.1** Contractor shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Contractor's performance under this Agreement and having a useful life of two years or more and an acquisition cost of at least \$100. Contractor acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require.

- 7.16.2** Contractor shall review, verify, sign and note any discrepancies on inventory lists submitted by the Department's Electronic Data Processing (EDP) and Non-EDP equipment. The Contractor shall submit inventory reports no later than thirty (30) calendar days after the receipt to the Department as per instructions provided with these reports.
- 7.17 Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:
- 7.17.1** Provisions apply to successive events and transactions;
- 7.17.2** "Or" is not exclusive;
- 7.17.3** References to statutes and rules include subsequent amendments and successors thereto;
- 7.17.4** The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- 7.17.5** If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- 7.17.6** "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- 7.17.7** Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8** Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9** References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering Contractor under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).
- 7.18 Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 7.19 Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.
- 7.20 Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ARTICLE 8 - CERTIFICATIONS

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### 8.1 General Warranties of Contractor.

- 8.1.1** The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- 8.1.2** The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3** For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.

- 8.1.4** Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.
- 8.2 Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
- 8.3 Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:
- 8.3.1** Proof of payment of past due amounts in full;
- 8.3.2** Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3** Proof of entry into payment arrangements acceptable to the appropriate State agency.
- 8.4 Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.
- 8.5 Excluded Individuals/Entities.** Contractor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Agreement and at least annually thereafter, by:
- 8.5.1** Requiring that current or prospective employees, contractors or sub-contractors to disclose whether they are Excluded Individuals/Entities; and
- 8.5.2** Reviewing the list of sanctioned persons maintained by the Department's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>).
- 8.5.3** For purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:
- 8.5.3.1** Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles IV, XVIII, XIX, XX or XXI of the Social Security Act;
- 8.5.3.2** Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
- 8.5.3.3** Has been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity within the last ten (10) years.
- 8.5.4** Contractor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual/Entity and shall notify the OIG of the termination.
- 8.6 Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed **Attachment A** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 8.7.1** Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- 8.7.2** Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 8.7.3** Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4** Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5** Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any “discriminatory club” (775 ILCS 25/2).
- 8.7.6** Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 8.7.7** Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”
- 8.7.9** Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors 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 (EO No. 1 (2007)).
- 8.8 Licenses and Certificates.** Contractor and Contractor’s principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 Non solicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of

this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.

**8.11 Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.

**8.12 Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.



**In Witness Whereof**, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS**  
**DEPARTMENT OF HEALTHCARE**  
**AND FAMILY SERVICES**

**DUPAGE COUNTY, ILLINOIS**  
**CIRCUIT COURT**

By: \_\_\_\_\_  
Elizabeth M. Whitehorn, Director

By: \_\_\_\_\_  
Mary A. Keating, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

**COMMUNITY SERVICES OF DUPAGE COUNTY'S BUDGET**

**JULY 1, 2024 THROUGH JUNE 30, 2025**

Individual Line-Item Amounts Are Estimated

<b>Personnel Services</b>	<b>SFY25 Budget</b>
Full-Time Salaries	\$83,097.00
IMRF	\$6,831.00
SS	\$6,357.00
Insurance	\$5,715.00
<b>SUBTOTAL PERSONNEL SERVICES</b>	<b>\$102,000.00</b>
<b>Non-Personnel Services</b>	
Contractual Services	\$0
Travel	\$0
<b>PERSONNEL SERVICES SUBTOTAL</b>	<b>\$102,000.00</b>
<b>NON-PERSONNEL SERVICES SUBTOTAL</b>	<b>\$0</b>
<b>GRAND TOTAL</b>	<b>\$102,000.00</b>

## Attachment A

### Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
  2. Contractor is not subject to backup withholding because:
    - (a) Contractor is exempt from backup withholding, or
    - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
  3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: **DUPAGE COUNTY COMMUNITY SERVICES**

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN): \_\_\_\_\_

**or**

Employer Identification Number (EIN): **36-6006551**

*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

D. Contractor's Legal Status (*check one*):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental               |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or trust                       |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)                  |
| <input type="checkbox"/> Corporation providing or billing medical or health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical or health care services | <input type="checkbox"/> Other:                                |

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE COMMUNITY SERVICES OF DUP AGE COUNTY.

\_\_\_\_\_  
Mary A. Keating, Director

\_\_\_\_\_  
Date



## Change Order

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

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**File #:** 24-1682

**Agenda Date:** 6/4/2024

**Agenda #:** 15.D.

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HS-P-0088A-23  
AMENDMENT TO COUNTY CONTRACT HS-P-0088-23  
ISSUED TO WELLSKY CORPORATION  
FOR THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)  
FOR THE PURCHASE OF ADDITIONAL SOFTWARE AND TRAINING  
FOR COMMUNITY SERVICES  
(INCREASE ENCUMBRANCE \$7,330.00, PO 6782-0001 SERV)

WHEREAS, HS-P-0088-23, was approved by the County Board November 28, 2023; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 6782-0001 SERV, issued to Wellsky Corporation for the Homeless Management Information System (HMIS), for Community Services, to increase the contract by \$7,330.00, resulting in an amended contract total of \$51,050.48, an increase of 16.77%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6782-0001 SERV, issued to Wellsky Corporation, for the Homeless Management Information System (HMIS), for Community Services, to increase the contract by \$7,330.00, resulting in an amended contract total of \$51,050.48, and increase of 16.77%.

Enacted and approved this 11<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

HS 6/4  
FI + OB 6/11



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: May 14, 2024

MinuteTraq (IQM2) ID #: HS-P-0088A-23

<b>Purchase Order #:</b> 6782-0001 SERV	<b>Original Purchase Order Date:</b> Nov 1, 2023	<b>Change Order #:</b> 1	<b>Department:</b> Community Services
<b>Vendor Name:</b> WellSky Corporation		<b>Vendor #:</b> 30141	<b>Dept Contact:</b> Julie Burdick
<b>Background and/or Reason for Change Order Request:</b>	Purchase of additional software and training not included in the contract. Add new line, \$2500, 5000-1765, 211IDPH24, 53806 Add new line, \$795.00, 5000-1470, ESG24HMIS23, 53610 Add new line, \$4,035, 5000-1480, IL0306L5T142215, 53610		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$43,720.48
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$43,720.48
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$7,330.00
E	New contract amount (C + D)	\$51,050.48
F	Percent of current contract value this Change Order represents (D / C)	16.77%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	16.77%

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source 5000-1765, 5000-1470, 5000-1480
- OTHER - explain below:  
\_\_\_\_\_

JB	6462	May 14, 2024	GSA	6444	May 14, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

**REVIEWED BY (Initials Only)**

Buyer	Date	Procurement Officer
		5/16/2024
		Date
Chief Financial Officer	Date	Chairman's Office
(Decision Memos Over \$25,000)	Date	(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: May 14, 2024

MinuteTraq (IQM2) ID #: HS-P-0088A-23

Department Requisition #: P.O. 6782-0001-SERV

Requesting Department: Community Services	Department Contact: Julie Burdick
Contact Email: julie.burdick@dupagecounty.gov	Contact Phone: 630-407-6462
Vendor Name: WellSky Corporation	Vendor #: 30141

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Purchase of additional software and training not included in the contract. Add the following lines -  
 \$2500, 5000-1765, 211IDPH24, 53806  
 \$795.00, 5000-1470, ESG24HMIS23, 53610  
 \$4,035, 5000-1480, IL0306L5T142215, 53610  
 Total increase, \$7,330.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Purchase of API to participate in the 211 IL statewide resource database; sharing data curated by Community Services staff and housed in our Homeless Management Information System (HMIS). Purchase of 4-days of on-site Business Objects advanced report writer training for 2 Database and Report Specialists and HMIS Manager. Purchase of 3-day virtual software training for a Database and Report Specialist and HMIS Manager.

### Strategic Impact

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

DuPage County Community Services serves as the HMIS Lead for DuPage County, offering software support, training, oversight, and reporting for 12 local organizations and approximately 200 users, including 211 DuPage. Ongoing training is essential to stay current with software updates, policies, and procedures, and to maintain subject matter expertise. The API will help Illinois residents connect with accurate and timely social service information for resources in the DuPage area.

**Source Selection/Vetting Information** - Describe method used to select source.

NA. API is connecting to existing software.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

NA.

**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.

API will renew annually and will appear in the software renewal agreement where the current cost is \$2,500/yr. Vendor sponsored trainings are always purchased outside of contract and attended as funds are available. Approximate annual cost is \$5,000. The above are grant funded, 5000-1765, 5000-1470, 5000-1480.



## HS Resolution

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

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**File #:** HS-R-0013-24

**Agenda Date:** 6/4/2024

**Agenda #:** 15.A.

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### HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND ADDISON HORIZON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP

HM22-01/HM23-01

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied for HOME Investment Partnerships Act (“HOME”) funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”) and continues to be a participating jurisdiction in the HOME program; and

WHEREAS, by Application for HOME Rental Production Funding originally submitted on July 16, 2021, ADDISON HORIZON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP (herein after called “DEVELOPER”), having a principal place of business at 4200 W. Peterson Avenue, Chicago, Illinois 60646, has submitted underwriting documentation and made application to the COUNTY for a loan of a portion of the COUNTY’s HOME Funds to be used for eligible costs associated with the new construction of sixty-two (62) units of affordable rental housing for senior citizens located in Addison, Illinois, to be known as ADDISON HORIZON SENIOR LIVING COMMUNITY, and known as HOME project HM22-01/HM22-03; and

WHEREAS, the final said Application for HOME Rental Production funding, dated April 17, 2024 and executed April 18, 2024, is hereby incorporated into the HOME Investment Partnerships Agreement between the COUNTY and DEVELOPER; and

WHEREAS, the DuPage HOME Advisory Group and the County Human Services Committee have recommended funding up to Five Million Two Hundred Fifty Thousand and 00/100 dollars (\$5,250,000.00), for eligible costs associated with the construction of affordable housing for senior citizens at 500 N. Denise Court, Addison, IL 60101; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by ADDISON HORIZON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP; and

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between the COUNTY OF DUPAGE and ADDISON HORIZON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or their designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Director of Community Services, is authorized and directed to execute additional documents that may be required to effectuate the transaction on behalf of DuPage County; and

BE IT FURTHER RESOLVED, that the Community Development Administrator, is authorized and directed to execute additional documents that may be required to effectuate the transaction on behalf of DuPage County; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM22-01/HM23-01 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

Enacted and approved this 11<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK





**DUPAGE  
COUNTY**

# COMMUNITY SERVICES

630-407-6500  
Fax: 630-407-6501  
csprograms@dupageco.org

[www.dupageco.org/community](http://www.dupageco.org/community)

**TO:** Greg Schwarze, Chairman and Committee Members  
Human Services Committee

**FROM:** Mary A. Keating, Director,  
Department of Community Services

**DATE:** May 28, 2024

**SUBJECT:** HOME Program Application - \$5,250,000 – The Alden Foundation  
Addison Horizon Senior Living Community  
Approval of a Conditional Commitment to Construct 62 Low-Income  
Senior Housing Rental Units

**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

**On May 7, 2024, the HOME Advisory Group approved the following recommendation.**

**Action Requested:** The HOME Advisory Group recommends approval of a HOME Loan Funding Commitment of \$5,250,000 for The Alden Foundation Addison Horizon Senior Living Community.

**Details:**

The Alden Foundation (Alden) submitted an application to the County for construction of 62 units of affordable senior housing, including one apartment for a live-in maintenance manager. The proposed development would be located on approximately 2.48 acres at the northwest corner of Green Meadow Drive and N. Denise Court in Addison, IL 60101. Alden proposes to build a three-story structure, for independent low-income seniors 62 years of age and older.

The development will include a mix of one and two-bedroom apartments and many common area amenities, including the following: community room; fitness room; media/theater room; game room; and library. There will be 62 surface parking spaces. The development has the full support of the Village of Addison.

Staff has completed extensive underwriting of the project. The Underwriting Memo and final Housing Application have been included for your review. The \$5,250,000 of HOME funds invested in the project will be in the form of a 40-year, 0% interest loan with annual payments of \$36,000. Alden will be required to pay the full amount of principal and interest as a balloon payment at the 40-year anniversary date of the project completion in the U.S. Department of Housing and Urban Development's (HUD) Integrated Disbursement and Information System (IDIS).

Legal documents, including the HOME Agreement, Mortgage, Note, and Regulatory Land Use Restriction Agreement have been reviewed and approved by the State's Attorney's Office (SAO). Legal documents are subject to review by the Developer and other funders involved in the project. Any suggested changes will be presented to the SAO for final review and approval. Final documents will be provided for execution once final approval is received from the SAO

# Underwriting Memo – Alden Addison Horizon Senior Living Community

HOME Investment Partnerships Program - Affordable Senior Housing New Construction Project

## 1. Overview

The Alden Foundation proposes to build a three-story, 62-unit, including one apartment for a live-in maintenance manager, affordable independent senior living development, for seniors aged 62 and older. The development will include a mix of one- and two-bedroom apartments and many common area amenities, including the following: internet access; community room; fitness room; media/theater room; game room; and library. There will be 62 surface parking spaces.

The development includes 50 one-bedroom units, 2 of which will be market rate, and 12 two-bedroom units, also 2 of which will be market rate, and one will be designated for the on-site maintenance manager. The remaining 57 units will be occupied by seniors at or below 60%, 50% and 30% of the Area Median Income (AMI).

The total project cost is \$25,816,115. The primary funding source is Low Income Housing Tax Credits (LIHTC).

## 2. Executive Summary

### 2.A Challenges/Opportunities Presented

Alden seeks HOME funds of **\$5,250,000** of the total project costs of **\$25,816,115**. The development process, including site control, entitlements, financing, closing and construction monitoring will be handled by principals of The Alden Foundation with more than 42 years of experience in affordable housing financing, development and management. Site control will be obtained from the current property owner upon closing of the real estate transaction which has been agreed upon via an executed purchase agreement. The Village of Addison has approved the project and other financing has been conditionally approved.

### 2.B Affordability

30 units within Addison Senior Living Community will be HOME-assisted units. Of these, 24 will be targeted to households at or below 60% Median Family Income (MFI) at initial occupancy (High-HOME Units), and 6 units will be targeted to households at or below 50% MFI (Low-HOME Units). The 24 High-HOME units will be designated as 22 one-bedroom units and 2 two-bedroom units. The Low-HOME units will consist of 6 one-bedroom units.

### 2.C Sources

Construction Bridge Loan	\$2,500,000
Low Income Housing Tax Credits	\$13,648,635
Deferred Developer Fee	\$525,000
DuPage HOME Funds (Development Subsidy)	\$5,250,000
Sponsor Loan (ComEd Grant)	\$270,856
Illinois Housing Development Authority Loan	\$3,327,124
Green Energy Credits	\$294,500
<b>Total</b>	<b>\$25,816,115</b>

**2.D Risks**

Pertinent risk factors for this project are:

Market	Low -- Low-income seniors. The project is located at the northwest corner of Green Meadow Drive and N. Denise Court in Addison, IL 60101. A site and market study performed by Valerie S. Kretchmer Associates, Inc. concluded that there is extensive demand for affordable senior housing in the market area, and the location and building will be extremely marketable to low and very low-income seniors.
Construction	Low -- similar to existing projects by the same development team.
Developer	Low -- many years of experience; highly capitalized.
Community Opposition	Low – the Village supports and has approved the project.
Financing	Low -- Developer secured commitments from major funding sources.
Underwriting Assumptions	Low -- 6% vacancy loss rate, as required by IHDA. Reserve at \$350 per unit annually, also required by IHDA. Debt Credit Ratio (DCR) of 1.36 in year 1 and 1.31 in year 20 with \$213,137 in annual debt service payments. The project would create 30 HOME units at a cost of \$175,000 per unit, which is within HOME Program guidelines. (See remainder of this memo for further discussion.)
Other	The proposed project presents a favorable risk profile and is recommended for approval.

**3. Property Description**

The project consists of new construction of a three-story, 62-unit, (including one apartment for a live-in maintenance manager), affordable independent senior living development, for seniors aged 62 and older. Five of the 62 units will be market rate. The remaining 57 units will all be rented to low-, very low-, and extremely low-income seniors. The development will include a mix of one and two-bedroom apartments and lots of common area amenities, including the following: internet access; community room; fitness room; media/theater room; game room; and library. There will be 62 surface parking spaces.

HOME Program guidelines allow rents up to \$1,255 per month, including utilities, for a one-bedroom unit and rents up to \$1,440 per month, including utilities, for a two-bedroom unit. In an effort to serve households with very limited income, the applicant proposes 22 one-bedroom units at \$1,030 per month, 16 one-bedroom units at \$1,303 per month which will receive Project-Based Voucher (PBV) subsidy from the DuPage Housing Authority (DHA), 10 one-bedroom units at \$485 per month, which will be State Referral Network (SRN) units, and two one-bedroom market rate units at \$1,250 per month. The project will also contain nine two-bedroom units at \$1,178 per month, two two-bedroom market rate units at \$1,600 per month, and one two-bedroom unit for the on-site property maintenance manager.

Alden will pay for water & sewer and trash collection. Tenants will cover the electricity for lighting, cooking, and heating. The HOME units will use utility allowances for tenant-furnished utilities and other services as calculated using HUD Utility Schedule Model (HUSM) methodology.

**4. Development Entity and Capacity**

The development process, including site control, entitlements, financing, closing and construction monitoring will be handled by Mr. Steven Stivers, Executive Director. Mr. Stivers has more than 12 years’ executive experience in affordable housing financing, development and management. Ms. Dezirae Rios, Director of Property Management for Alden Realty Services, will oversee the on-site property manager

(to be hired closer to construction completion). Ms. Rios has 8 years of experience in managing and overseeing the property management of a large portfolio of affordable senior housing.

#### *4.A Prior Developments*

Alden Realty has been managing HUD income restricted units since 1996. Types of affordable units under management include: LIHTC, HOME, IHDA Trust Fund units and Project-Based Vouchers through local housing authorities. Property managers have been trained and hold certifications in blended property management for affordable housing utilizing multiple financing sources with varying restrictions. Alden currently owns and successfully operates similar projects in Bloomingdale, Woodridge, and Warrenville.

#### *4.B Current Operational Capacity*

The Alden Foundation will act as Developer and Owner under the HOME Agreement and will provide financial oversight, grant compliance, and contractor selection for the project. Construction management will be performed by the project manager, who is part of Alden's staff. Operational and rental management will be handled by Alden Realty Services.

#### *4.C Financial Strength*

The most recent audit of Alden Foundation and Subsidiaries and Affiliates indicates total assets over \$138 Million with net assets over \$63 Million. In addition, the ongoing property management and maintenance allow for continuation of an affordable and attractive property; therefore, turnover is low. The lack of affordable housing in the Addison area and the low expected turnover enhances positive cash flow.

#### *4.D Guaranty/Bonds*

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

### **5. Location and Market Dynamics**

#### *5.A Town/County Characteristics*

The property is located in the Village of Addison, Illinois, at the northwest corner of Green Meadow Drive and N. Denise Court. Although the building is not on Lake Street and is behind the Green Meadows Shopping Center, since it will be three stories tall, it will have visibility from both Lake Street and Addison Road. It will be highly marketable. The Village of Addison constructed a beautifully landscaped walk just north of the property site that connects to the park. Nearby businesses include Jewel-Osco, a hardware store, beauty salons, Portillo's, Dollar Tree and Carnicerias Jimenez grocery, among many others. Edward Elmhurst Hospital has an urgent care facility and medical offices one block west on Lake Street. The Addison library and Village Hall are also a few blocks south of the site. As such, the site is extremely well served by the amenities and services needed by seniors.

#### *5.B Property Location*

Both Lake Street and Addison Road are major arterials providing excellent access to the site. Downtown Chicago is approximately 19 miles northwest of the site. Pace bus 711 has a stop one block south of the site on Lake Street with service to Carol Stream and Wheaton. Both I-290 and I-355 are a short distance away, providing excellent regional access. This is an important consideration since the project is designed for independent seniors, many of whom drive.

## 6. Physical Character and Issues

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

As required under the Environmental Review Record, completed in accordance with 24 CFR Part 58, the following mitigation must be performed as part of the project:

1. Radon Mitigation Plan: Radon-resistant construction methods must be incorporated in the project. Upon completion of the project, post-construction radon measurements must be taken in accordance with EPA radon measurement protocols for multifamily buildings. Should radon measurements reveal elevated concentrations, Alden must notify the County immediately, and appropriate mitigation must be completed. Radon-resistant construction methods and post-construction Radon testing requirements must be included within the project scope and construction contract.
2. Tiered Approach to Corrective Action Objectives (TACO) Mitigation Plan: Building is required to be construction as full slab-on-grade with a passive sub-slab depressurization system. TACO building requirements must be included within the project scope and construction contract.

## 7. Proposed Financial Structure

Total Development Costs are projected at \$25,816,115. Funding is anticipated to be provided from the following sources: 9.7% Bank of America loan; 52.9% Illinois Housing Development Authority (IHDA) – Low Income Housing Tax Credits; 12.9% IHDA CAHGP grant (sponsor loan); 20.3% DuPage County HOME funds, 2.0% Deferred Developer Fee; 1.1% ComEd Energy Efficiency Grant (sponsor grant); and 1.1% 45L Green Energy Credits.

<b>Permanent Financing</b>	<b>Total</b>	<b>% of Total</b>
Bank of America Loan	\$2,500,000	9.7%
Low Income Housing Tax Credits	\$13,648,635	52.9%
Deferred Developer Fee	\$525,000	2.0%
DuPage HOME Funds (Development Subsidy)	\$5,250,000	20.3%
Sponsor Loan (ComEd Grant)	\$270,856	1.1%
Illinois Housing Development Authority Loan	\$3,327,124	12.9%
Green Energy Credits	\$294,500	1.1%
<b>Total</b>	<b>\$25,816,115</b>	<b>100%</b>

Alden will execute a Mortgage and Note, as well as a Regulatory Land Use Restrictions Agreement (RLURA). The period of affordability for this HOME project will be twenty (20) years per HUD HOME regulations. An additional twenty (20) years of County imposed extended use, separate and distinct from the HOME affordability period, will be required.

## 8. Underwriting

### 8.A Assisted Units / Rents

The Alden project consists of 62 units of rental housing. The requested \$5,250,000 of HOME financing requires a minimum of 30 HOME units. The Developer has agreed to 30 HOME units; 6 Low- and 24 High-HOME rent units. The HOME agreement will stipulate the mix for HOME units as reflected in the below table. HOME units are comparably distributed among non-HOME units.

Total Development Unit Mix	Units	% of Total Units	HOME Unit Mix	HOME Units	% of HOME Units
1-bedroom	50	81%	1-bedroom	28	93%
2-bedroom	12	19%	2-bedroom	2	7%
	<b>62 total units</b>	<b>100%</b>		<b>30 HOME units</b>	<b>100%</b>

	HOME Units	20% @ Low HOME	High HOME
1-bedroom	28	6	22
2-bedroom	2	0	2
	<b>30 HOME units</b>	<b>6</b>	<b>24</b>

Alden intends for the HOME assisted units to be floating; this is acceptable because the units are comparable. However, the unit mix, as outlined above, must be maintained during the 20-year HOME Program affordability period. During the additional 20-year County imposed extended use period, unit mix does not apply. There are five market rate units in the project. During the County imposed extended use period at least 30 units must be occupied by households at, or below, 80% of the area median family income, identified by household size, in effect at that time; and, pay no more than 30% of the household's income toward rent and utilities.

See the Units Information & Gross Revenue Potential attachment for a more detailed breakdown of units by bedroom size, income restriction and contract rent.

*8.B Market Units/Rents*

There are five market rate units in this project. One will be occupied by the property manager and provided rent free as part of their compensation. Two 1-bedroom units will rent at \$1,250 per month and two 2-bedroom units will rent at \$1,600 per month.

*8.C Trending*

Rents are projected at a 2% inflation rate. Expenses are projected at a 3% inflation rate. Taxes and insurance are projected at a 4% inflation rate. Management fee is projected at a 6% inflation rate. The DCR is 1.36 in year 1 and trends to 1.31 in year 20. Over the 20-year HOME Program affordability period, cash flow remains positive.

*8.D Vacancy Rate*

For underwriting purposes, the property is underwritten at a 6% total rent vacancy loss which is consistent with IHDA requirements.

*8.E Other Income*

Alden anticipates receiving approximately \$6,696 annually from the on-site laundry facilities located on each floor.

*8.F Operating Expenses*

Alden will pay for the hot water electric, water, sewer, and trash collection. Tenants will cover the electric lighting, electric cooking, and electric heating utilities. Alden will provide property management. See the Annual Operating Budget attachment of the underwriting template for a breakdown of underwritten operating expense projections.

### *8.G. Real Estate Taxes*

Alden anticipates paying \$78,077 of real estate taxes in year one, with trending increases of 4% annually.

### *8.H. Proposed Reserve Deposit*

Proposed replacement reserve deposit is \$350/unit/year, totaling \$21,700 annually, with inflation projected at 3% annually. No interest is projected on the reserves balance. This produces positive capital reserves through year 20.

### *8.I. Other Proposed Reserves*

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

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

The proposed unit mix at proposed rents; estimated rent loss; and underwritten expenses, and with the proposed reserve deposit, demonstrates that this project will produce stabilized Net Operating Income (NOI) of approximately \$290,421 in year one. After payment of debt service, cash flow is projected at \$77,284 in year one. This amount will be used to pay \$57,963 of the deferred developer fee. The deferred developer fee is projected to be fully paid in year 9. Cash flow remains positive through year 20.

## **9. Additional Considerations**

### *9.a HOME Repayment*

The \$5,250,000 of HOME funds invested into this project will be in the form of a 40-year loan at 0% interest. Alden will pay \$36,000 annually with the full amount of the principal and interest due as a balloon payment at the 40-year anniversary date of the project completion in HUD's Integrated Disbursement and Information System (IDIS). If any portion of the project is sold, transferred, or if the property is no longer used for the purposes stated in the HOME Agreement during the 20-year HOME affordability period, Alden will be required to pay the full amount of the principal of the loan. During the additional County imposed 20-year extended use period, at least 30 of the 62 units must be occupied by households at, or below 80% of the area median family income, identified by household size, in effect at that time; and, pay no more than 30% of the household's income toward rent and utilities.

## **10. Conclusion**

The proposed project meets HOME Program requirements and objectives of the County's Five-Year Consolidated Plan and has a favorable risk profile. CDC staff recommend the project loan be approved for \$5,250,000.00 in HOME funds.

## **11. Attachments**

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





# Village of Addison

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • CODE ENFORCEMENT • ENGINEERING • ZONING

August 24, 2023

Ms. Julie Hamlin  
Community Development Manager  
DuPage County Community Development Commission  
421 N. County Farm Road, Room 2-800  
Wheaton, IL 60187

Re: Alden Foundation - Opportunity and Notice to Comment


Dear Ms. Hamlin,

The Village of Addison is pleased to provide this letter as an official opportunity and notice to comment on the proposed affordable senior housing development within the Village of Addison. The Village fully supports the Alden Addison Horizon Affordable Senior Housing Development.

Following a public hearing on November 10, 2021, the Village approved all zoning actions necessary for the project on December 20, 2021. In doing so, the Village found that the proposed development is of benefit to the community and the neighborhood of which it is a part. The Village further found that the property is suitable for an affordable senior housing development and that it is compatible with the recommendations of the Village of Addison Comprehensive Plan.

The Village is very excited about this project and all of the wonderful benefits it brings to our community. We are equally excited to work with and partner with the Alden Foundation. Please let this letter serve as the Village's official opportunity and notice to comment.

Sincerely,

  
Richard H. Veenstra  
Mayor, Village of Addison

**DU PAGE COUNTY  
HOME RENTAL COMPLIANCE CHECKS**

Project: Addison Horizon Senior Living Community Project Number: HM22-02/HM23-01

**Underwriting Standards**

	Target	Applicant's #	If outside limits, briefly explain.
Vacancy Rate Year 1-4	8.0%	6.0%	using IHDA's vacancy rate for senior housing. In 25 years
Vacancy Rate Year 5-15	8.0%	6.0%	our vacancy rate has never been above 3%.
Rent Inflation Rate Years 1-3	0.0%	2.0%	
Rent Inflation Rate Years 4+	1.0%	2.0%	
<b>Operating Cost Inflation Rates</b>			
Administrative	3.0%	3.0%	
Operating	3.0%	3.0%	
Maintenance	3.0%	3.0%	
Utilities	3.0%	3.0%	
Taxes & Insurance	4.0%	4.0%	
Reserves	3.0%	3.0%	
<b>Management Fees</b>	<b>7.0%</b>	6.0%	IHDA Standards
Replacement Reserve - Rehab	\$450		
Replacement Reserve - New Construction	\$400	\$350	
Annual Operating Costs Per Unit	\$5,500	\$7,040	
Debt Coverage Ratio Year 1 - Minimum*	1.20	1.36	
Lowest DCR through entire HUD affordability period	1.15	1.31	

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

**Household Income Limits:**

PJ: DuPage County  
Household Size

Targeted Income	1	2	3	4	5	6
30% AMI	\$23,200	\$26,500	\$29,800	\$33,100	\$35,750	\$38,400
50% AMI	\$38,650	\$44,150	\$49,650	\$55,150	\$59,600	\$64,000
60% AMI	\$46,380	\$52,980	\$59,580	\$66,180	\$71,520	\$76,800
(HOME Limit) 80% AMI	\$61,800	\$70,600	\$79,450	\$88,250	\$95,350	\$102,400

Effective: 06/15/2023

**HOME Gross Rent Limits**

	Low-HOME	High-HOME	FMR
0 Bedrooms	\$966	\$1,158	\$1,158
1 Bedroom	\$1,035	\$1,255	\$1,255
2 Bedrooms	\$1,241	\$1,440	\$1,440
3 Bedrooms	\$1,434	\$1,827	\$1,827
4 Bedrooms	\$1,600	\$2,023	\$2,172

Effective: 6/15/2023

**Development Costs Standards**

	Minimum Required	Maximum Allowed	Notes	Project #s	Within Limits?
<b>Construction Contingency</b>					
New Construction	5.0%	7.5%	of construction - recommendation only	3.1%	FALSE
Rehab	7.5%	10.0%	of construction - recommendation only		
<b>Developer Fee</b>					
New Construction	N/A	12.0%	of TDC - Identities of interest may lower this limit.	5.8%	Yes
Rehab	N/A	12.0%			
<b>Contractor's Overhead, Profit, Gen Conditions</b>					
Total Limit	N/A	14.0%	of construction	12.3%	Yes

**HOME Cost Allocation**

TDC for Residential & Common Space	\$25,816,115	State HOME Units	County HOME Units
Total HOME Funds Requested	\$5,250,000	\$0	\$5,250,000
HOME Subsidy as % of Total Development Costs	20.3%	0	0.203361354
Total Units	62		

**Required HOME Units**

	Minimum HOME Requirement		Number applicant has agreed to:	
	State HOME Units	County HOME Units	State HOME Units	County HOME Units
# of HOME-Assisted Units	0	13		30
# of Low HOME Units		3		6
HOME Subsidy Per Unit	\$403,846		\$175,000	

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

**Minimum HOME Affordability Period**

20 Years

Breakdown of HOME Units Required by Bedroom Type:			Required HOME Units
Bedrooms	# of Units	HOME as % TDC	(Estimated)
0 Bedroom	0	20.3%	0.0
1 Bedroom	50	20.3%	10.2
2 Bedroom	12	20.3%	2.4
3 Bedroom	0	20.3%	0.0
4 Bedroom	0	20.3%	0.0
<b>Total</b>	<b>62</b>	<b>Rounded Total:</b>	<b>13.0</b>

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

Bedroom Type	# High HOME Units	# Low HOME Units	Total
0 Bedroom			0
1 Bedroom	22	6	28
2 Bedroom	2		2
3 Bedroom			0
4 Bedroom			0
<b>Total</b>	<b>24</b>	<b>6</b>	<b>30</b>

**HOME Subsidy Limits:**

Bedroom Type	# Units	HUD HOME Section 234 Subsidy Limit	Gross Maximum Subsidy	
0 Bedroom	0	\$173,011.20	\$0	
1 Bedroom	28	\$198,331.20	\$5,553,274	
2 Bedroom	2	\$241,176.00	\$482,352	
3 Bedroom	0	\$312,004.80	\$0	
4 Bedroom	0	\$342,482.40	\$0	
<b>Maximum HOME Subsidy Allowed</b>			<b>\$6,035,626</b>	
HOME Funds Requested			\$5,250,000	
<b>Within Limits?</b>			<b>Yes</b>	

Subsidy Limits Effective: 04/07/2023

**Non-Comparable Units Test** (for mixed-income projects)  
 Are the project's units comparable in terms of bedrooms, bathrooms & size? Yes

**Sufficient Eligible Costs?** NO

HOME SqFt

0

0

0

0

0

0

0

0

0

0

0.0%

**HOME Match Calculation**  
 List the sources of HOME Match in this project:

Source	Amount of Match	Form of Permanent Contribution to Affordable Housing	Notes
ComEd grant	\$270,856	grant to sponsor; loan to project	

# DU PAGE COUNTY HOME RENTAL PRODUCTION APPLICATION

Last Date Modified: **4/17/2024**  
PROJECT NUMBER: **HM22-02/HM23-01**

## A. General Information

### Development Information

Development Name: Addison Horizon Senior Living Community

Street Address:	500 N. Denise Court	Census Tract:	
Municipality:	Addison IL	Zip:	60101 170438401

<b>Total number of rental units planned</b>	<b>62</b>	<b>units</b>
Number of income restricted HOME Units planned	30	units
Construction Type	New Construction	
Housing Type	Multi-Story w/Elevator	Fixed or Floating Units? <span style="float: right;">Floating</span>

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

Addison Horizon is a proposed 62-unit affordable independent senior (age 62+) housing development, including one apartment for a live-in maintenance manager, with a mix of one and two bedroom apartments and a significant amount of common area amenities for the tenants, including a community room, fitness room, theater/media room, game room and library. There will be 62 surface parking spaces. The three-story building will be brick and masonry with frame construction. We will be installing broadband internet infrastructure in the building to ensure that every unit and common area has access to the internet.

Funding Request <small>(info from other worksheets)</small>	Total	Per Unit
DuPage County Funding Request	<b>\$5,250,000</b>	<b>\$84,677</b>

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

## B. Developer Information

Entity Name: Alden Foundation	Federal I.D. #: 36-3697502
Contact Person: Steven Stivers	Phone: 224-536-2922
Address: 4200 W. Peterson Ave., #140	Email: steven@aldenfoundation.org
City: Chicago	State: IL Zip: 60646
DUNS #: 963107029	CCR#
Expiration Date:	

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

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

The development will be owned by Addison Horizon Limited Partnership, to be formed. The general partner will own .01% of the limited partnership and will be a for-profit corporation that will be 100% owned by the Alden Foundation. The limited partner will be a tax credit investor, yet to be selected, and will own 99.99% of the development.

**General Partner/Corporate Officer Information (if applicable)**

(List Managing General Partner on first line.)

Name:	Fed. ID	Owner-ship %
Addison Horizon, Inc.	93-2402818	0.01%

**Properties Currently Owned by Applicant & Affiliate Entities**

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

**C. Development Plan Information**

Total number of Buildings planned	1	buildings
Age of existing Building(s)	NA	years old
# of Stories	3	stories
Structural System	Frame	Other: <input type="text"/>
Basement	Slab	Other: <input type="text"/>
Exterior	Brick	Other: <input type="text"/>
Parking		Parking Pad/Driveway
Other Parking:		parking will be a surface lot with 62 spaces
Sanitary Sewer		Public Sewer

Will this project target special populations?  Yes  
 If yes, indicate which populations:  Elderly Other:

How many units will be fully accessible for the handicapped?

Describe accessibility improvements/features of the proposed units.

10 units will be fully accessible for mobility issues, 2 units for sight and hearing impaired; 3 units will be adaptable per the Illinois Accessibility Code; 49 units will follow universal design (as do the other units). This design meets and exceeds the federal Fair Housing Act requirements.

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

10 units will be fully accessible for mobility issues, 2 units for sight and hearing impaired; 3 units will be adaptable per the Illinois Accessibility Code; 49 units will follow universal design (as do the other units). This design meets and exceeds the federal Fair Housing Act requirements.

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

None

**Energy and Equipment Information**

DuPage County requires that applicants use energy-efficient components.

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

The building will be certified under Enterprise Green Communities following the all-electric, moving to net zero standard.

Have you joined the Energy Star Partnership?

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

to be determined

	Energy Star?	Other green amenities:
Heating System: Heat Pump	Yes	apartments will have energy efficient electric Magic Pack HVAC ducted systems. We anticipate installing solar
Air Conditioning System: Central Forced Air	Yes	
Domestic Hot Water: Electric	Yes	

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

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

## D. Site Information

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

Project Site Area (utilized for proposed development):	2.48 acres	
Is the project in a national or local historic district?		No
Have you already acquired the project property?		No
Was the property occupied at the time you obtained ownership?		
If vacant at purchase, how many months had it been vacant?		
Did/will you acquire the property with clear title and no debt?		Yes
Is this an "Arms-Length" Transaction, meaning the buyer and seller are acting independently and have no relationship to one another?		Yes

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

There is no relationship between Alden Foundation and the seller.

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

A zoning change along with a special use and PD to permit the proposed development was approved by the Village of Addison on December 21, 2021.

Will the current site(s) require lots to be subdivided?	No
Are the following utilities now located on the site?	
Public Water Supply	Yes
Public Sewer System	Yes
Natural Gas Distribution System	Yes
Electric Power System	Yes
Cable Television System	Yes
Telephone System	Yes
Private Water	No
Private Sewer	No
Broadband	No

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

Are you aware of any other environmental hazards that are on or near the site?	No
Are there any soil, slope or erosion concerns associated with the site?	No
Has a Phase One Environmental Assessment been done for the site?	Yes

*Required for New Construction on Vacant Land*

Are there any other environmental issues you wish to bring to our attention?	No
--	----

Please Describe any other unusual site conditions:

None.

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

## E. Market Analysis & Leasing

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

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

Market study performed by Valerie Kretchmer and Associates determined a strong demand for the project and a healthy market.

Explain how you arrived at the projected rents:

We took 95% of the maximum LIHTC rents for 2021 for each income limit and unit size (# of bedrooms) and subtracted the utility allowance.

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

We begin marketing activities shortly after closing on the financing and breaking ground. We build a wait list through the year of construction and in all of our projects have been fully leased by the time the building opens.

Have you completed an Affirmative Marketing Plan?

Yes

*(Required for projects with 5+ HOME units.)*

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

Nothing. We believe this is an excellent location because it is next to a shopping center with a Jewel and within very close proximity to an urgent care center, village hall, the public library and a public park.

## F. Previous Development Experience

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

1.50

Has the developer completed other residential development projects?

Yes

If yes, please answer the following:

How many projects has the developer completed?

14

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

New Construction

# units

1004

Rehab

# units:

List most recently completed projects:

Project Name	Address	Construction		Target Residents	# Units	Total Devel. Costs
		Type	Tenure Type			
Warrenville Horizon	28W620 Batavia Rd., Warrenville	New	Rental	Low/Mod Income	71	\$20,917,740
New Lenox Horizon	1101 Cedar Rd., New Lenox	New	Rental	Low/Mod Income	53	\$13,991,875
Huntley Horizon	12150 Regency Pkwy, Huntley	New	Rental	Low/Mod Income	79	\$18,613,000
Woodridge Horizon	8099 Janes Ave., Woodridge	New	Rental	Low/Mod Income	93	\$21,066,981

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

The development process, including site control, entitlements, financing, closing and construction monitoring will be handled by Steven Stivers and a to be hired Development Director of The Alden Foundation. Mr. Stivers has more than 12 years of executive experience in affordable housing financing, development and management. As for property management, Dezirae Rios, Director of Property Management for Alden Realty Services, will oversee the on-site property manager (to be hired closer to construction completion). Ms. Rios has 8 years of experience in managing and overseeing the property management of a large portfolio of affordable senior housing.

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

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

No outstanding performance issues.

### G. Ongoing Management Experience, Structure & Capacity

Who will perform property management?	3rd party professional management company
Name of management staff/company:	Alden Realty Services, Inc.
How many units is your staff or 3rd party mgt company currently managing?	1,037
How many HUD income-restricted units is your staff/mgt company currently managing?	810

Describe staff/mgt company's experience managing HUD income-restricted rental units.

Alden Realty has been managing HUD income restricted units since 1996. Types of affordable units under management include: LIHTC, HOME, IHDA Trust Fund units and Project-based Housing Choice Vouchers through local housing authorities. Property managers have been trained and hold certifications in blended property management for affordable housing utilizing multiple financing sources with varying restrictions.

Describe how the roles of property management, asset management & ongoing compliance will be delegated.

Alden Realty's property manager will handle the property management as well as the tenant income compliance certifications. An Accountant at Alden Realty will be assigned to Addison Horizon and will handle all of the bookkeeping and generation of financial statements. The project will be audited annually by Rubin Brown CPAs. The Alden Foundation will provide on-going monitoring of the project through reports generated by Alden Realty and by contact with Property Management Director Dezirae Rios and the property manager assigned to the project. The Executive Director of the Alden Foundation will be responsible for asset management. Alden Realty has a dedicated Compliance Officer, Bobbie Pointdujour, who in partnership with the Property Management Director and on-site property manager will ensure ongoing compliance.

### H. Existing Loan Subsidies in Developments to be Acquired

Does your development plan include acquisition of units with existing subsidies?	No
If yes, please indicate the kind of existing subsidy.	

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

### I. Rental & Operating Assistance Information

Do you expect to receive or are you currently receiving any rental subsidies for this development?	Yes
If you answered yes, please check the types of subsidy expected:	Project Based Rent Subsidy
If you answered yes, please describe the source and purpose of subsidies:	

16 Project Based Housing Choice Vouchers were preliminarily approved by the DuPage Housing Authority.

Number of units expected to receive assistance:	16	units
Number of years in assistance contract:	15	years

### J. Supportive Services Information

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

Description of the population to be served:

We will not directly provide supportive services, but we will participate in the Illinois State Referral Network, a program set up by IHDA with the Illinois Department of Mental Health, which works with various social service agencies that will refer senior residents to Addison Horizon. So, the seniors should come to the building attached to a social service provider.

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

Description of the services to be provided and how they will be provided:



## K. Development Schedule

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

		Month	Year	Draw on PJ funds
<b>Site</b>	Option			
	Contract	July	2021	
	Closing	May	2024	
	Zoning	December	2021	
	Site Analysis	August	2021	
<b>Construction Financing</b>	Application Submission	January	2023	
	Conditional Commitment	June	2023	
	Firm Commitment	April	2024	
	Closing	May	2024	
<b>Plans</b>	Preliminary Drawings	September	2022	
	Working Drawings	February	2024	
	Permits	April	2024	
<b>Construction Loan Closing</b>		May	2024	
<b>Construction Start</b>		May	2024	
<b>Marketing Start-Up</b>		August	2024	
<b>Construction Complete</b>		August	2025	
<b>Unit(s) Fully Leased</b>		December	2025	
<b>Total Construction Schedule:</b>		20	months	\$0

## L. Development Team Information

	Name	Address	Phone	Certified MBE	Certified WBE	Worked together previously?
Project Mgr:	Alden Foundation	4200 W. Peterson Ave., Chicago, IL 60646	224-536-2922			Yes
Contractor:	Alden Bennett Construction	4200 W. Peterson Ave., Chicago, IL 60646	773-286-3400			Yes
Consultant:						
Attorney:	Applegate & Thorne Thomsen	425 Financial Pl., Suite 1900, Chicago IL 60605	312-491-4400			Yes
Property Manager	Alden Realty Services	4200 W. Peterson Ave., Chicago, IL 60646	773-286-3883			Yes
Architect:	Alden Design Group	4200 W. Peterson Ave., Chicago, IL 60646	773-286-3883			Yes
Engineer:	Engineering Resource Associates	3s701 West Ave., Suite 150W Warrenville, IL 60555	630-393-3060			Yes

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

1. Warrenville Horizon Senior Living Community, 28W620 Batavia Rd., Warrenville, IL
2. New Lenox Horizon Senior Living Community, 1101 Cedar Road, New Lenox, IL
3. Huntley Horizon Senior Living Community, 12150 Regency Parkway, Huntley, IL
4. Alden Estates of Huntley Rehabilitation & Health Care Center, 12140 Regency Parkway, Blg A, Huntley, IL
5. Alden Courts of Huntley Memory Care, 12140 Regency Parkway, Building B, Huntley IL
Additional Information:

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

No

If yes, provide details of the relationship:

--

Is the Developer, Sponsor, or any other Development Team Member related to a Du Page County elected official or employee? Please note separate Conflict of Interest Disclosure forms required.

No

If yes, provide details:

--

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

No

If yes, please provide details:

--

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

No

If yes, please provide details:

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

No

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

## M. Relocation

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

Relocation can be extremely costly and is strongly discouraged.

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

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

## N. Required Application Attachments

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

### **\*If Applicable**

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

## O. Applicant Certifications

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

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

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

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

### Applicant Signatures:

#### Owner, Developer, Executive Director:

Steven Stivers

Printed Name

*Steven Stivers*

Signature

Executive Director

Title

4/18/24

Date

#### Chief Elected Officer Signature (Board Chair)

Joan Carl

Printed Name

*Joan Carl*

Signature

Board President

Title (Board Chair, President, etc.)

4/18/24

Date

**DU PAGE COUNTY  
Utilities & Rent Limits**

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

Utility	Type of Utility (gas, oil, etc.)	Utilities Paid By:	Allowance for Utilities Paid by Tenant Only				
			0 BR	1 BR	2 BR	3 BR	4 BR
Cooking	Electric	Tenant		\$5	\$7		
Other, Lighting	Electric	Tenant		\$23	\$32		
Hot Water	Electric	Owner					
Water		Owner					
Heating	Electric	Tenant		\$33	\$37		
Sewer		Owner					
Trash Collection		Owner					
<b>TOTAL</b>			<b>\$0</b>	<b>\$61</b>	<b>\$76</b>	<b>\$0</b>	<b>\$0</b>

**HOME Rent**

Limits	HOME GROSS Rent Limits			HOME CONTRACT Rent Limits		
	Low-HOME	High-HOME	FMR	Low-HOME	High-HOME	FMR
0 Bedrooms	\$966	\$1,158	\$1,158	<b>\$966</b>	<b>\$1,158</b>	\$1,158
1 Bedroom	\$1,035	\$1,255	\$1,255	<b>\$974</b>	<b>\$1,194</b>	\$1,194
2 Bedrooms	\$1,241	\$1,440	\$1,440	<b>\$1,165</b>	<b>\$1,364</b>	\$1,364
3 Bedrooms	\$1,434	\$1,827	\$1,827	<b>\$1,434</b>	<b>\$1,827</b>	\$1,827
4 Bedrooms	\$1,600	\$2,023	\$2,172	<b>\$1,600</b>	<b>\$2,023</b>	\$2,172

Date Updated: 7/6/2023; Effective: 06/15/2023

(Rent Limit Minus Utility Allowances)

**Utility Allowance Reference Tables**

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

**Utility Allowances for Tenant-Paid Utilities**

Source: HUD Utility Schedule Model (HUSM) Calculation

Date Updated: 7/6/2023

Effective Date: 05/01/2024

Unit Type: All units Zip 60101 - Addison, IL		Green Discount Energy Star		Unit Type: Larger Apartment Building (5+) Units				
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Bottle Gas	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Electrical Resistance	\$19	\$22	\$30	\$38	\$46	\$53	
	Electric Heat Pump	\$30	\$33	\$37	\$40	\$43	\$45	
	Fuel Oil	N/A	N/A	N/A	N/A	N/A	N/A	
Cooking	Natural Gas	N/A	N/A	N/A	N/A	N/A	N/A	
	Bottle Gas	N/A	N/A	N/A	N/A	N/A	N/A	
	Electric	\$4	\$5	\$7	\$10	\$12	\$14	
	Other	N/A	N/A	N/A	N/A	N/A	N/A	
Other Electric		\$16	\$19	\$26	\$34	\$41	\$49	
Air Conditioning		\$3	\$4	\$6	\$7	\$9	\$10	
Water Heating	Natural Gas	N/A	N/A	N/A	N/A	N/A	N/A	
	Bottle Gas	N/A	N/A	N/A	N/A	N/A	N/A	
	Electric	\$11	\$13	\$17	\$20	\$24	\$28	
	Fuel Oil	N/A	N/A	N/A	N/A	N/A	N/A	
Water		N/A	N/A	N/A	N/A	N/A	N/A	
Sewer		N/A	N/A	N/A	N/A	N/A	N/A	
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A	
Range/Microwave		N/A	N/A	N/A	N/A	N/A	N/A	
Refrigerator		N/A	N/A	N/A	N/A	N/A	N/A	
Number of Bedrooms: 1	Utility/Service						Cost/Month	
	Space Heating			Electric Heat Pump			\$33	
	Cooking			Electric			\$5	
	Other Electric			Electric			\$19	
	Air Conditioning			Electric			\$4	
	Water Heating			Not Applicable				
	Water			Not Applicable				
	Sewer			Not Applicable				
	Trash Collection			Not Applicable				
	Range/Microwave			Not Applicable				
	Refrigerator			Not Applicable				
	Other			Not Applicable				
	<b>TOTAL</b>							<b>\$61</b>

Number of Bedrooms: 2	Utility/Service		Cost/Month
	Space Heating	Electric Heat Pump	\$37
	Cooking	Electric	\$7
	Other Electric	Electric	\$26
	Air Conditioning	Electric	\$6
	Water Heating	Not Applicable	
	Water	Not Applicable	
	Sewer	Not Applicable	
	Trash Collection	Not Applicable	
	Range/Microwave	Not Applicable	
	Refrigerator	Not Applicable	
	Other	Not Applicable	
	<b>TOTAL</b>		<b>\$76</b>

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

**Project:** Addison Horizon Senior Living Community

**Developer:** Alden Foundation

Efficiency Units	% AMI		Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit
	Targeted	# of Units						
Low HOME						\$0	\$0	\$966
Low HOME						\$0	\$0	\$966
Low HOME						\$0	\$0	\$966
High HOME						\$0	\$0	\$1,158
High HOME						\$0	\$0	\$1,158
Market						\$0	\$0	na
Subtotal		0				\$0	\$0	

3 BR Units	% AMI		Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit
	Targeted	# of Units						
Low HOME						\$0	\$0	\$1,434
Low HOME						\$0	\$0	\$1,434
Low HOME						\$0	\$0	\$1,434
High HOME						\$0	\$0	\$1,827
High HOME						\$0	\$0	\$1,827
Market						\$0	\$0	na
Subtotal		0				\$0	\$0	

1 BR Units	% AMI		Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit
	Targeted	# of Units						
SRN	< 30%	10	1	682	\$485	\$4,847	\$58,164	\$974
LOW H+PBV	< 30%	6	1	682	\$1,303	\$7,818	\$93,816	\$974
PBV	50%	10	1	682	\$1,303	\$13,030	\$156,360	\$974
High HOME						\$0	\$0	\$1,194
High HOME	60%	22	1	682	\$1,030	\$22,660	\$271,920	\$1,194
Market	Market Rate	2	1	682	\$1,250	\$2,500	\$30,000	na
Subtotal		50				\$50,855	\$610,260	

4 BR Units	% AMI		Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit
	Targeted	# of Units						
Low HOME						\$0	\$0	\$1,600
Low HOME						\$0	\$0	\$1,600
Low HOME						\$0	\$0	\$1,600
High HOME						\$0	\$0	\$2,023
High HOME						\$0	\$0	\$2,023
Market						\$0	\$0	na
Subtotal		0				\$0	\$0	

2 BR Units	% AMI		Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit
	Targeted	# of Units						
Low HOME						\$0	\$0	\$1,165
Low HOME						\$0	\$0	\$1,165
High HOME	60%	4	1	969	\$1,178	\$4,712	\$56,544	\$1,364
High HOME	60%	4	1	1,115	\$1,178	\$4,712	\$56,544	\$1,364
High HOME	60%	1	1	925	\$1,178	\$1,178	\$14,136	\$1,364
Market	Market Rate	2	1	1,115	\$1,600	\$3,200	\$38,400	na
Market	Market Rate	1	1	925	\$0	\$0	\$0	na
Subtotal		12				\$13,802	\$165,624	

<b>Total Units</b>	62	<b>Gross Rent Potential</b>	Monthly Rent	Annual Rent
			\$64,657	\$775,884
		Per Unit Avg	\$1,043	\$12,514

Other Income	Monthly		Annually	
	Amount	Frequency	Amount	Frequency
Miscellaneous & Interest			\$0	
Laundry	\$558	Monthly	\$6,696	Annually
Carports/Garages			\$0	
Tenant Charges (late fees, insufficient funds, etc)			\$0	
Other:			\$0	
<b>Totals</b>			\$558	\$6,696

Square Footage Breakdown	
Residential Square Footage	43,361
Common Areas Sq. Ft.	22,839
Commercial Sq. Ft.	
<b>Total Square Footage</b>	<b>66,200</b>

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

**DU PAGE COUNTY  
ANNUAL OPERATING BUDGET**

**Project:** Addison Horizon Senior Living Community

**Developer:** Alden Foundation

**REVENUE**

	<u>Annual</u>	<u>Per Unit</u>	
Gross Rent Potential	\$775,884	\$12,514	
Other Revenue	\$6,696	\$108	
Subtotal	\$782,580	\$12,622	
Combined Vacancy Rate	6.0%	\$46,955	\$757
<b>Adjusted Gross Income</b>	<b>\$735,625</b>	<b>\$11,865</b>	100.0%

**OPERATING EXPENSES**

**Administrative**

	<u>Annual</u>	<u>Per Unit</u>	
Administrative Salaries	\$65,000	\$1,048	
Office Expenses	\$8,200	\$132	
Legal	\$2,000	\$32	
Accounting	\$12,000	\$194	
Telephone	\$7,500	\$121	
Monitoring Fee(s)	\$1,425	\$23	
Marketing	\$1,000	\$16	
Other	\$0	\$0	
<b>Subtotal</b>	<b>\$97,125</b>	<b>\$1,567</b>	13.2%

**Operating**

	<u>Annual</u>	<u>Per Unit</u>	
Operating Expense Salaries	\$0	\$0	
Janitorial	\$1,710	\$28	
Exterminating	\$0	\$0	
Rubbish Removal	\$6,732	\$109	
Security	\$4,500	\$73	
Snow Removal	\$18,000	\$290	
Other	\$13,500	\$218	
<b>Subtotal</b>	<b>\$44,442</b>	<b>\$717</b>	6.0%

**Management Fees**

**\$42,748      \$689      5.8%**

**Maintenance**

	<u>Annual</u>	<u>Per Unit</u>	
Maintenance Salaries	\$7,500	\$121	
Grounds & Pool	\$15,000	\$242	
Elevator	\$2,100	\$34	
HVAC	\$8,680	\$140	
Plumbing & Electrical	\$5,890	\$95	
Painting/Decorating/Carpet	\$10,540	\$170	
Other	\$1,860	\$30	
Other	\$15,996	\$258	
<b>Subtotal</b>	<b>\$67,566</b>	<b>\$1,090</b>	9.2%

**Utilities**

	<u>Annual</u>	<u>Per Unit</u>	
Electricity	\$32,000	\$516	
Gas		\$0	
Oil		\$0	
Water & Sewer	\$28,000	\$452	
Other		\$0	
<b>Subtotal</b>	<b>\$60,000</b>	<b>\$968</b>	8.2%

**Taxes & Insurance**

	<u>Annual</u>	<u>Per Unit</u>	
Real Estate Taxes	\$78,077	\$1,259	
Other Taxes		\$0	
Insurance	\$24,800	\$400	
Other		\$0	
<b>Subtotal</b>	<b>\$102,877</b>	<b>\$1,659</b>	14.0%

**Reserves**

	<u>Annual</u>	<u>Per Unit</u>	
Replacement Reserve	\$21,700	\$350	
Operating		\$0	
FF&E		\$0	
Debt Service		\$0	
Other		\$0	
Other		\$0	
<b>Subtotal</b>	<b>\$21,700</b>	<b>\$350</b>	2.9%

**Total Operating Expenses**

**\$436,458      \$7,040      59.3%**

**NET OPERATING INCOME**

**\$299,167      \$4,475      40.7%**

**Estimated Mortgage**

Debt Coverage Ratio Year 1	1.20
Interest Rate	5.35%
Term	40
Annual Payment	\$249,306
Mortgage Amount (PV)	\$4,109,049

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

*Net Cash Flow Year 1      \$49,861*  
*Cash Flow Per Unit      \$804*

**DU PAGE COUNTY  
OPERATING CASH FLOW PROJECTION**

Project: Addison Horizon Senior Living Community

Developer: Alden Foundation

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		<u>0.02</u>									
<b>REVENUE</b>	<u>Years 1-4</u> <u>Years 5+</u>										
Gross Income Potential	2.0% 2.0%	\$782,580	\$798,232	\$814,196	\$830,480	\$847,090	\$864,032	\$881,312	\$898,938	\$916,917	\$935,256
Vacancy Factor	6.0% 6.0%	\$46,955	\$47,894	\$48,852	\$49,829	\$50,825	\$51,842	\$52,879	\$53,936	\$55,015	\$56,115
Operating Subsidy/Reserve Draw		\$0	\$0	\$0	\$0	\$0					
Laundry	2.0% 2.0%	\$6,696	\$6,830	\$6,967	\$7,106	\$7,248	\$7,393	\$7,541	\$7,692	\$7,845	\$8,002
<b>Net Income</b>		\$735,625	\$757,168	\$772,311	\$787,757	\$803,512	\$819,583	\$835,974	\$852,694	\$869,748	\$887,143
	<i>Per Unit</i>	\$11,865	\$12,212	\$12,457	\$12,706	\$12,960	\$13,219	\$13,483	\$13,753	\$14,028	\$14,309
<b>OPERATING EXPENSES</b>	<u>Inflation Factor</u>										
Administration	3.0%	\$97,125	\$100,039	\$103,040	\$106,131	\$109,315	\$112,594	\$115,972	\$119,451	\$123,035	\$126,726
Operating	3.0%	\$44,442	\$45,775	\$47,148	\$48,563	\$50,020	\$51,520	\$53,066	\$54,658	\$56,298	\$57,987
Maintenance	3.0%	\$67,566	\$69,593	\$71,681	\$73,831	\$76,046	\$78,328	\$80,677	\$83,098	\$85,591	\$88,158
Utilities	3.0%	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$69,556	\$71,643	\$73,792	\$76,006	\$78,286
Taxes & Insurance	4.0%	\$102,877	\$106,992	\$111,272	\$115,723	\$120,352	\$125,166	\$130,172	\$135,379	\$140,794	\$146,426
Reserves	3.0%	\$21,700	\$22,351	\$23,022	\$23,712	\$24,424	\$25,156	\$25,911	\$26,688	\$27,489	\$28,314
Management Fees	6.0%	\$51,494	\$53,002	\$54,062	\$55,143	\$56,246	\$57,371	\$58,518	\$59,689	\$60,882	\$62,100
<b>Total Operating Expenses</b>		\$445,204	\$459,552	\$473,878	\$488,667	\$503,932	\$519,691	\$535,960	\$552,756	\$570,095	\$587,997
	<i>Per Unit</i>	\$7,180.71	\$7,412.13	\$7,643.20	\$7,881.72	\$8,127.94	\$8,382.12	\$8,644.52	\$8,915.41	\$9,195.08	\$9,483.82
<b>Net Operating Income</b>		\$290,421	\$297,616	\$298,433	\$299,091	\$299,580	\$299,891	\$300,014	\$299,938	\$299,652	\$299,145
	<i>Per Unit</i>	\$4,684.22	\$4,800.26	\$4,813.43	\$4,824.04	\$4,831.93	\$4,836.95	\$4,838.94	\$4,837.71	\$4,833.10	\$4,824.93
<b>Du Page Mortgage</b>		\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
<b>Other Debt Service</b>		\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137
Debt Coverage Ratio		1.36	1.40	1.40	1.40	1.41	1.41	1.41	1.41	1.41	1.40
<b>CASH FLOW</b>		\$77,284	\$84,479	\$85,296	\$85,954	\$86,443	\$86,754	\$86,877	\$86,801	\$86,515	\$86,008
	<i>Per Unit</i>	\$1,247	\$1,363	\$1,376	\$1,386	\$1,394	\$1,399	\$1,401	\$1,400	\$1,395	\$1,387
Payments Out of Cash Flow:	<i>for developer fee</i>	\$57,963	\$63,359	\$63,972	\$64,465	\$64,832	\$65,066	\$65,158	\$65,101	\$65,084	
Payments Out of Cash Flow:											
<b>FINAL CASH FLOW</b>		\$19,321	\$21,120	\$21,324	\$21,488	\$21,611	\$21,689	\$21,719	\$21,700	\$21,431	\$21,923
	<i>Per Unit</i>	\$312	\$341	\$344	\$347	\$349	\$350	\$350	\$350	\$350	\$387



**DU PAGE COUNTY  
OPERATING CASH FLOW PROJECTION**

Project: Addison Horizon Se

		Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
<b>REVENUE</b>	<u>0.02</u>										
	Years 1-4										
	Years 5+										
Gross Income Potential	2.0%	\$953,961	\$973,040	\$992,501	\$1,012,351	\$1,032,598	\$1,053,250	\$1,074,315	\$1,095,801	\$1,117,717	\$1,140,071
Vacancy Factor	6.0%	\$57,238	\$58,382	\$59,550	\$60,741	\$61,956	\$63,195	\$64,459	\$65,748	\$67,063	\$68,404
Operating Subsidy/Reserve Draw											
Laundry	2.0%	\$8,162	\$8,326	\$8,492	\$8,662	\$8,835	\$9,012	\$9,192	\$9,376	\$9,564	\$9,755
<b>Net Income</b>		\$904,885	\$922,983	\$941,443	\$960,272	\$979,477	\$999,067	\$1,019,048	\$1,039,429	\$1,060,217	\$1,081,422
<i>Per Unit</i>		\$14,595	\$14,887	\$15,185	\$15,488	\$15,798	\$16,114	\$16,436	\$16,765	\$17,100	\$17,442
<b>OPERATING EXPENSES</b>	<u>Inflation Factor</u>										
Administration	3.0%	\$130,528	\$134,444	\$138,477	\$142,631	\$146,910	\$151,318	\$155,857	\$160,533	\$165,349	\$170,309
Operating	3.0%	\$59,726	\$61,518	\$63,364	\$65,265	\$67,222	\$69,239	\$71,316	\$73,456	\$75,659	\$77,929
Maintenance	3.0%	\$90,803	\$93,527	\$96,333	\$99,223	\$102,200	\$105,266	\$108,424	\$111,676	\$115,027	\$118,477
Utilities	3.0%	\$80,635	\$83,054	\$85,546	\$88,112	\$90,755	\$93,478	\$96,282	\$99,171	\$102,146	\$105,210
Taxes & Insurance	4.0%	\$152,283	\$158,374	\$164,709	\$171,298	\$178,150	\$185,276	\$192,687	\$200,394	\$208,410	\$216,746
Reserves	3.0%	\$29,163	\$30,038	\$30,939	\$31,867	\$32,823	\$33,808	\$34,822	\$35,867	\$36,943	\$38,051
Management Fees	6.0%	\$63,342	\$64,609	\$65,901	\$67,219	\$68,563	\$69,935	\$71,333	\$72,760	\$74,215	\$75,700
<b>Total Operating Expenses</b>		\$606,480	\$625,564	\$645,269	\$665,615	\$686,624	\$708,319	\$730,722	\$753,857	\$777,749	\$802,423
<i>Per Unit</i>		\$9,781.94	\$10,089.74	\$10,407.56	\$10,735.72	\$11,074.58	\$11,424.49	\$11,785.83	\$12,158.98	\$12,544.34	\$12,942.31
<b>Net Operating Income</b>		\$298,405	\$297,419	\$296,174	\$294,657	\$292,853	\$290,748	\$288,326	\$285,572	\$282,469	\$278,999
<i>Per Unit</i>		\$4,812.99	\$4,797.08	\$4,777.00	\$4,752.53	\$4,723.44	\$4,689.48	\$4,650.43	\$4,606.00	\$4,555.95	\$4,499.98
<b>Du Page Mortgage</b>		\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
<b>Other Debt Service</b>		\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137	\$177,137
Debt Coverage Ratio		1.40	1.40	1.39	1.38	1.37	1.36	1.35	1.34	1.33	1.31
<b>CASH FLOW</b>		\$85,268	\$84,282	\$83,037	\$81,520	\$79,716	\$77,611	\$75,189	\$72,435	\$69,332	\$65,862
<i>Per Unit</i>		\$1,375	\$1,359	\$1,339	\$1,315	\$1,286	\$1,252	\$1,213	\$1,168	\$1,118	\$1,062
Payments Out of Cash Flow:	for developer fee										
Payments Out of Cash Flow:											
<b>FINAL CASH FLOW</b>		\$85,268	\$84,282	\$83,037	\$81,520	\$79,716	\$77,611	\$75,189	\$72,435	\$69,332	\$65,862
<i>Per Unit</i>		\$1,375	\$1,359	\$1,339	\$1,315	\$1,286	\$1,252	\$1,213	\$1,168	\$1,118	\$1,062

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

**Project:** Addison Horizon Senior Living      **Developer:** Alden Foundation  
**Project Number:** HM22-02/HM23-01

	<b>TOTAL</b>	<b>Per Unit</b>	<b>Per SF</b>	<b>% TDC</b>
<b>ACQUISITION</b>				
Land	\$1,200,000	\$19,355		
Building	\$0	\$0		
Holding Costs	\$0	\$0		
Other:	\$0	\$0		
Other:	\$0	\$0		
<b>Total Acquisition:</b>	<b>\$1,200,000</b>	<b>\$19,355</b>	<b>\$18.13</b>	<b>4.6%</b>
<b>HARD COSTS (complete sheet #7)</b>				
General Cond., Overhead & Profit	\$2,207,702	\$35,608		
Construction Hard Costs	\$15,769,298	\$254,344		
Building Permit & Other Local Fees	\$400,000	\$6,452		
Performance & Payment Bonds	\$137,812	\$2,223		
FF&E	\$450,000	\$7,258		
<b>Total Construction:</b>	<b>\$18,964,812</b>	<b>\$305,884</b>	<b>\$286.48</b>	<b>73.5%</b>
<b>CONTINGENCY</b>	<b>\$798,465</b>	<b>\$12,878</b>	<b>1206.1%</b>	<b>3.1%</b>
<b>SOFT COSTS</b>				
Architect: Design	\$570,000	\$9,194		
Architect: Supervision	\$15,000	\$242		
Civil Engineering	\$60,000	\$968		
Green Certification Fees	\$65,000	\$1,048		
Legal	\$135,000	\$2,177		
Accounting/Cost Certification	\$40,000	\$645		
Survey	\$35,000	\$565		
Appraisal	\$20,000	\$323		
Environmental Report	\$22,000	\$355		
Soil Tests	\$20,000	\$323		
Market Study	\$15,000	\$242		
3rd Party Cost Estimate	\$0	\$0		
Title & Recording	\$40,000	\$645		
Marketing	\$125,000	\$2,016		
zoning legal and municipal charges/fees	\$72,000	\$1,161		
lenders plan review and inspections	\$27,000	\$435		
<b>Total Soft Costs:</b>	<b>\$1,261,000</b>	<b>\$20,339</b>	<b>\$19.05</b>	<b>4.9%</b>
<b>PERMANENT FINANCING</b>				
Application Fees	\$15,500	\$250		
LIHTC Fees	\$150,000	\$2,419		
Working Capital/Latent Defects LOC Fee	\$0	\$0		
Origination Fees	\$35,000	\$565		
Financing Legal Fees	\$115,000	\$1,855		
Lender's Inspecting Architect	\$0	\$0		
Bond Insurance Fees	\$0	\$0		
Credit Enhancement Fee	\$0	\$0		
Bank Escrow Fee	\$0	\$0		
Rating Agency Fee	\$0	\$0		
public improvement LoC fee	\$25,000	\$403		
Construction Cost Review by IHDA	\$15,000	\$242		
<b>Total Permanent Financing:</b>	<b>\$355,500</b>	<b>\$5,734</b>	<b>\$5.37</b>	<b>1.4%</b>
<b>INTERIM FINANCING</b>				
Construction/Bridge Loan Interest	\$1,053,876	\$16,998		
MIP/Credit Enhancement during construction	\$0	\$0		
Servicing Fees during construction	\$0	\$0		
Real Estate Taxes during construction	\$20,000	\$323		
Insurance during construction	\$123,523	\$1,992		
Bridge Loan Costs + Interim Fees	\$98,647	\$1,591		
<b>Total Interim Financing:</b>	<b>\$1,296,046</b>	<b>\$20,904</b>	<b>\$19.58</b>	<b>5.0%</b>
<b>SYNDICATION</b>				
Syndication Legal	\$0	\$0		
Partnership organizational expense	\$0	\$0		
Other:	\$0	\$0		
<b>Total Syndication:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.0%</b>
<b>RESERVES</b>				
Real Estate Tax Reserve	\$42,943	\$693		
Insurance Reserve	\$26,040	\$420		
Capital Replacement Reserve	\$46,500	\$750		
Initial Rent-up Reserve	\$0	\$0		
Operating Reserve	\$218,240	\$3,520		
Debt Service Reserve	\$106,569	\$1,719		
Other:	\$0	\$0		
Other:	\$0	\$0		
Other:	\$0	\$0		
<b>Total Reserves:</b>	<b>\$440,292</b>	<b>\$7,101</b>	<b>\$6.65</b>	<b>1.7%</b>
<b>DEVELOPER FEE</b>	<b>\$1,500,000</b>	<b>\$24,194</b>	<b>\$22.66</b>	<b>5.8%</b>
<b>TOTAL DEVELOPMENT COSTS (TDC):</b>	<b>\$25,816,115</b>	<b>\$416,389</b>	<b>\$389.97</b>	<b>100.0%</b>

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

Project: Addison Horizon Senior      Square Feet: 66,200      Units: 62  
 Project Number: HM22-02/HM23-01      Construction: New Construction

		<b>Total Cost</b>	<i>Per Unit</i>	<i>Per SF</i>	<i>% Construction</i>
<b>1. General Requirements</b>		<b>Limit</b>			
<u>A. General Contractor's Markup (See DuPage County General Guidance for further detail)</u>					
Overhead: Expenses necessary to conduct a business. Shall also include costs specific to the project.	14.0%	\$315,386			
General Conditions are functions needed to complete the construction phase: project manager/superintendent/draw related paperwork, field office, site cleaning.		\$946,158			
Profit		\$946,158			
	<b>Subtotal</b>	<b>\$2,207,702</b>	<b>\$35,608</b>	<b>\$33.35</b>	<b>12%</b>
<b>2. Existing Conditions</b>					
Environmental Clearance					
Demolition					
Other					
	<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0%</b>
<b>3. Concrete</b>					
Basement and Garage Floors					
Foundation Walls		\$590,000			
Flatwork		\$160,000			
Other      Gypsum Topping, Site Concrete		\$220,000			
		<b>\$970,000</b>	<b>\$15,645</b>	<b>\$14.65</b>	<b>5%</b>
<b>4. Masonry</b>					
Foundation Walls					
Veneer		\$925,000			
Fireplace and/or chimney					
Exterior retaining walls					
Other					
	<b>Subtotal</b>	<b>\$925,000</b>	<b>\$14,919</b>	<b>\$13.97</b>	<b>5%</b>
<b>5. Metals</b>					
Structural		\$165,000			
Wrought Iron					
Other:					
	<b>Subtotal</b>	<b>\$165,000</b>	<b>\$2,661</b>	<b>\$2.49</b>	<b>1%</b>
<b>6. Wood &amp; Composites</b>					
Rough Capentry		\$2,100,000			
Finish Carpentry		\$400,000			
Other					
	<b>Subtotal</b>	<b>\$2,500,000</b>	<b>\$40,323</b>	<b>\$37.76</b>	<b>14%</b>
<b>7. Thermal &amp; Moisture Protection</b>					
Roofing		\$310,000			
Insulation		\$245,000			
Exterior Siding					
Exterior Trim					
Gutters and Downspouts		\$95,000			
Other      Caluking, Fire Caulking, Sound Insulation		\$393,000			
	<b>Subtotal</b>	<b>\$1,043,000</b>	<b>\$16,823</b>	<b>\$15.76</b>	<b>6%</b>
<b>8. Openings</b>					
Windows		\$140,000			
Exterior Doors		\$150,000			
Interior Doors		\$115,000			
Garage Door					
Door Hardware		\$150,000			
Other					
	<b>Subtotal</b>	<b>\$555,000</b>	<b>\$8,952</b>	<b>\$8.38</b>	<b>3%</b>
<b>9. Finishes</b>					
Gypsum Wallboard		\$953,000			
Ceramic Tile					
Flooring (wood, vinyl, carpet, etc.)		\$435,000			
Painting		\$363,000			
Other      Acoustcal Grid and Tile		\$60,000			
	<b>Subtotal</b>	<b>\$1,811,000</b>	<b>\$29,210</b>	<b>\$27.36</b>	<b>10%</b>
<b>10. Specialties</b>					
Towel Racks, mirrors, etc.		\$42,000			
Closet racks		\$55,000			
Other      lockers, Fireplace, Access Panels		\$83,500			
	<b>Subtotal</b>	<b>\$180,500</b>	<b>\$2,911</b>	<b>\$2.73</b>	<b>1%</b>

<b>11. Equipment</b>					
Appliances					
Other	elevators	\$365,000			
		<b>Subtotal</b>	<b>\$365,000</b>	\$5,887	\$5.51 2%
<b>12. Furnishings</b>					
Cabinets					
		\$183,800			
Countertops					
		\$120,000			
Window Treatments					
		<b>Subtotal</b>	<b>\$303,800</b>	\$4,900	\$4.59 2%
<b>13. Special Construction</b>					
Accessibility Modifications					
Other	Exterior Benches, Trash Can, Gazebo	\$29,000			
		<b>Subtotal</b>	<b>\$29,000</b>	\$468	\$0.44 0%
<b>21. Fire Suppression Systems</b>					
Sprinkler System					
		\$450,000			
		<b>Subtotal</b>	<b>\$450,000</b>	\$7,258	\$6.80 3%
<b>22. Plumbing</b>					
Rough Plumbing					
		\$1,265,000			
Finish Plumbing					
Fixtures					
		<b>Subtotal</b>	<b>\$1,265,000</b>	\$20,403	\$19.11 7%
<b>23. HVAC</b>					
HVAC					
		\$1,600,000			
		<b>Subtotal</b>	<b>\$1,600,000</b>	\$25,806	\$24.17 9%
<b>26. Electrical</b>					
Rough Electrical					
		\$2,019,998			
Fixtures					
Finish Electrical					
Other	Broadband Infrastructure	\$95,000			
		<b>Subtotal</b>	<b>\$2,114,998</b>	\$34,113	\$31.95 12%
<b>27. Communications</b>					
Security & Alarm Systems					
		<b>Subtotal</b>	<b>\$0</b>	\$0	\$0.00 0%
<b>31. Earthwork</b>					
Excavation					
		\$245,000			
Trenching					
Backfilling					
Site Grading					
Driveway					
		<b>Subtotal</b>	<b>\$245,000</b>	\$3,952	\$3.70 1%
<b>32. Exterior Improvements</b>					
Paving					
		\$185,000			
Fencing					
		\$32,000			
Final grade and seeding					
Landscaping					
		\$265,000			
Other	Irrigation	\$50,000			
		<b>Subtotal</b>	<b>\$532,000</b>	\$8,581	\$8.04 3%
<b>33. Utilities</b>					
Utility Connections					
		\$375,000			
Other	Storm Detention Systems	\$340,000			
		<b>Subtotal</b>	<b>\$715,000</b>	\$11,532	\$10.80 4%
<b>Total Construction:</b>			<b>\$17,977,000</b>	<b>\$289,952</b>	<b>\$271.56 100%</b>

**DU PAGE COUNTY  
Sources & Uses Summary**

Project Name	Addison Horizon Senior Living C	Total Square Feet: 66,200	Total Units: 62
Project Number	HM22-02/HM23-01	Avg SqFt/Unit: 1,068	HOME Units: 30
Developer	Alden Foundation		
Project Type:	New Construction	Target Population: Elderly	
Unit Type	Multi-Story w/Elevator	Average Rent 1,043	

Unit Mix	Efficiency	1 BR	2 BR	3 BR	4 BR	Total	
Number of Units	0	50	12	0	0	62	
Average Monthly Rent	#DIV/0!	\$1,017	\$1,150	#DIV/0!	#DIV/0!		
Income-Restricted Units		48	9			57	92%
Unrestricted/Market Rate Units		2	3			5	8%
Total	0	50	12	0	0	62	

Development Costs	Total	Per Unit	% of Total	
Acquisition	\$1,200,000	\$19,355	4.6%	
Hard Costs (Construction)	\$18,964,812	\$305,884	73.5%	
Construction Contingency	\$798,465	\$12,878	3.1%	<b>Construction Cost/SqFt: \$272</b>
Soft Costs	\$1,261,000	\$20,339	4.9%	
Permanent Financing	\$355,500	\$5,734	1.4%	
Interim Financing	\$1,296,046	\$20,904	5.0%	<b>Total Cost/SqFt: \$390</b>
Syndication	\$0	\$0	0.0%	
Reserves	\$440,292	\$7,101	1.7%	
Developer Fee	\$1,500,000	\$24,194	5.8%	
<b>Total Development Costs*</b>	<b>\$25,816,115</b>	<b>\$416,389</b>	<b>100.0%</b>	

Permanent Financing	Total	Per Unit	% of Total	Interest Rate	Loan Term (yrs)	Annual Payment	Funding Status
Bank Mortgage <i>Est. mortgage: \$4,109,049</i>	\$2,500,000	\$40,323	9.7%	6.50%	40	\$175,637	Application Pending
Low Income Housing Tax Credits	\$13,648,635	\$220,139	52.9%				Application Pending
Other State/Federal/Historic Tax Credits	\$0	\$0	0.0%				
Deferred Developer Fee	\$525,000	\$8,468	2.0%				
Developer Long-Term Equity	\$0	\$0	0.0%				
<b>Du Page County Funds</b>	<b>\$5,250,000</b>	<b>\$84,677</b>	<b>20.3%</b>	<b>0.00%</b>	<b>40</b>	<b>\$36,000</b>	Secured
State HOME Funds	\$0	\$0	0.0%				
ComEd Energy Grant (Sponsor Grant)	\$270,856	\$4,369	1.0%	5.00%			Secured
Other: IHDA Soft Funds - CAHGP Grant (Sponsor Loan)	\$3,327,124	\$53,663	12.9%	5.00%	Yes	\$1,500	Application Pending
Other: 45L green energy credits purchased by Enterprise with LIHTCs	\$294,500	\$4,750	1.1%				
Other:	\$0	\$0	0.0%				
<b>Total Sources</b>	<b>\$25,816,115</b>	<b>\$416,389</b>	<b>100.0%</b>			<b>\$213,137</b>	
<b>(GAP) or Surplus</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>			<b>DCR: 1.403638223</b>	

Construction Financing	Amount Available During Construction	% TDC	Const. Loan Interest Rate	Developer Notes	Funding Status
Private Construction Loan(s) (bank financing)	\$12,754,469	49.4%	8.12	k of America - Construction L	Secured
Developer Equity (Self-financing for acquisition, predevelopment, etc.)	\$0	0.0%			
Deferred Developer Fee	\$525,000	2.0%			
State HOME Funds	\$0	0.0%			
tax credit equity during construction	\$2,080,221	8.1%			Secured
Less Dev. Fees & Operating Reserves/Escrows	\$1,879,301	7.3%			
IHDA Soft Funds - CAHGP Grant (Sponsor Loan)	\$3,327,124	12.9%	0.00		Application Pending
<b>Du Page County Funds</b>	<b>\$5,250,000</b>	<b>20.3%</b>			
	\$0	0.0%			
Costs Not Incurred During Construction (reserves, developer fee, etc.)	\$0	0.0%			
<b>Total Construction Sources</b>	<b>\$25,816,115</b>	<b>100.0%</b>			
Construction Financing Surplus/(Gap)?	\$0	0.0%			

Du Page County Funding Request	Total	Per Unit
DuPage County Funding Request	\$5,250,000	\$84,677 <i>Permanent Subsidy</i>
\	\	\

Operating Budget	Annual	Per Unit	Key Assumptions
Gross Rent Potential	\$775,884	\$12,514	Vacancy Years 1-4 6.0%
Other Income	\$6,696	\$108	Vacancy Years 5+ 6.0%
Vacancy	\$46,955	\$757	Rent Inflation Years 1-4 2.0%
Adjusted Gross Income	\$735,625	\$11,865	Rent Inflation Years 5+ 2.0%
Annual Operating Expenses	\$436,458	\$7,040	Expense Inflation:
Net Operating Income	\$299,167	\$4,825	Administration 3.0%
Debt Service	\$213,137	\$3,438	Operating 3.0%
			Maintenance 3.0%
			Utilities 3.0%
			Taxes & Insurance 4.0%
			Reserves 3.0%

Debt & Cash Flow Over Time	Annual	Per Unit
Year 1 DCR	1.36	Year 1 Net Cash Flow \$77,284 \$1,247
Year 5 DCR	1.41	Year 5 Net Cash Flow \$86,443 \$1,394
Year 10 DCR	1.40	Year 10 Net Cash Flow \$86,008 \$1,387
Year 15 DCR	1.37	Year 15 Net Cash Flow \$79,716 \$1,286
Year 20 DCR	1.31	Year 20 Net Cash Flow \$65,862 \$1,062
	<b>Total</b>	<b>Per Unit</b>
Cumulative Cash Flow Over 10 Yrs	\$852,412	\$13,749 <i>After Cash Flow Payments:</i> \$327,412

Cumulative Cash Flow Over 15 Yrs	\$1,266,235	\$20,423	\$741,235
Cumulative Cash Flow Over 20 Yrs	\$1,626,664	\$26,237	\$1,101,664

**Developer Notes**

Date Entered


**Du Page County Subsidy Layering and Underwriting Summary**

<b>1. General Justification for Funding:</b>	See underwriting memo submitted as part of the conditional commitment recommendation.
a. How does project fit in with Con Plan, housing strategies, etc?	See underwriting memo submitted as part of the conditional commitment recommendation.
<b>2. Why is the project needed?</b>	See underwriting memo submitted as part of the conditional commitment recommendation.
<b>3. Examine the sources &amp; uses and operating pro forma.</b>	
a. Explain whether or not costs are reasonable in terms of:	
1. Costs of comparable projects	See cost reasonableness letter dated 03/05/2024.
2. Qualifications of the costs estimators	See cost reasonableness letter dated 03/05/2024.
3. Costs published by recognized industry cost index	See cost reasonableness letter dated 03/05/2024.
b. What is the status of other funding sources? Has adequate funding been secured?	See underwriting memo submitted as part of the conditional commitment recommendation.
c. Is the amount of funding requested reasonable and necessary? Please Explain.	See underwriting memo submitted as part of the conditional commitment recommendation. Also see cost allocation calculation.
d. Describe the evidence that the project can operate sustainably through the compliance period.	See underwriting memo submitted as part of the conditional commitment recommendation.
e. Is the developer/owner/team receiving undue enrichment based on the amount of developer fee, cash flow, etc.? <i>If there are identities of interest among team members, include contractor profit in this assessment.</i>	Developer does not appear to be receiving undue enrichment as part of the project. See Pro Forma. See evaluation of affordable rental application worksheet.
f. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation.
<b>4. Assess neighborhood market conditions:</b>	
a. What supports proposed rents?	See market study completed by Valerie S. Kretchmer Associates, Inc.
b. What supports lease up within 18 months?	See market study completed by Valerie S. Kretchmer Associates, Inc.
c. Concerns/Other info:	See market study completed by Valerie S. Kretchmer Associates, Inc.
<b>5. Assess the capacity of the developer/development team.</b>	
a. Completed similar projects successfully?	See underwriting memo submitted as part of the conditional commitment recommendation.
b. Any problem projects current or past?	See underwriting memo submitted as part of the conditional commitment recommendation.
c. Describe evidence developer is financially stable.	See underwriting memo submitted as part of the conditional commitment recommendation.
d. Describe evidence dev staff is sufficient, qualified.	See underwriting memo submitted as part of the conditional commitment recommendation.
e. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation.
<b>6. Assess the capacity of the ongoing management</b>	
a. Is there evidence they are managing similar properties successfully?	See underwriting memo submitted as part of the conditional commitment recommendation. See evaluation of affordable rental application worksheet.
b. Any problem projects current or past?	See underwriting memo submitted as part of the conditional commitment recommendation. See evaluation of affordable rental application worksheet.
c. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation. See evaluation of affordable rental application worksheet.
<b>7. Examine the Capital Needs Assessment (CNA)</b>	
a. Can the project cover capital improvements throughout the Period of Affordability?	See underwriting memo submitted as part of the conditional commitment recommendation.
b. Is an additional Capital Reserve needed? How will it be funded?	See underwriting memo submitted as part of the conditional commitment recommendation.
c. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation.
<b>8. What contingencies should be placed on funding?</b>	See underwriting memo submitted as part of the conditional commitment recommendation.
<b>9. CURRENT RECOMMENDATION FOR FUNDING:</b>	See underwriting memo submitted as part of the conditional commitment recommendation.

<b>Underwriting performed by:</b>	See evaluation of affordable rental application worksheet.
	Name Title Date

**Du Page County Underwriting Notes**

Date Entered

See evaluation of affordable rental application worksheet.	
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**DU PAGE COUNTY**  
**Capital Needs Assessment**

**Development Name**      Addison Horizon Senior Living Community  
**Owner**                      Alden Foundation  
**Date Prepared**            7/16/2021

Cost Category	Description/Notes	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Landscaping/Irrigation/Drainage												
Concrete Walks/Retaining Walls	NA											
Parking Areas	sealcoat ev 5 years; grind and replace after 20yr					\$8,000					\$9,274	
Garages/Carports	NA											
Roofing	replace or patch/reseal roof											
Eavestrough/Downspouts/Flashing	repair/replace with roof work											
Balconies/Patios/Steps	NA											
Exterior Siding	NA											
Doors/Windows	useful life longer than 20 yrs											
Lobbies/Halls/Stairs												
Laundry												
Community Space												
HVAC	apartments HVAC units replace											
Plumbing/Domestic Hot Water	replace hot water heaters											\$60,000
Fire Safety												
Electrical	useful life longer than 20 yrs											
Boilers/Pumps	replace condenser or furnace											
Elevator	useful life longer than 20 yrs											
Unit Flooring/Carpeting	replace carpeting and/ir vinyl flooring									\$8,857	\$8,857	\$8,857
Unit Appliances	replacement								\$912	\$912	\$912	\$912
Unit Kitchen Cabinet/Countertop	useful life longer than 20 yrs											
Other												
Other												
Other												
	Subtotal	\$0	\$0	\$0	\$0	\$8,000	\$0	\$0	\$912	\$9,770	\$19,044	\$69,770
	Inflation Factor	100.00%	103.00%	106.09%	109.27%	112.55%	115.93%	119.41%	122.99%	126.68%	130.48%	134.39%

<b>Annual Inflation Factor</b>	3.00%												
<b>Total Units</b>	62	Estimated Total Annual RR Needs	\$0	\$0	\$0	\$0	\$9,004	\$0	\$0	\$1,122	\$12,376	\$24,848	\$93,764
<b>Initial PUPY RR</b>	\$350												
<b>Initial Annual RR Deposit</b>	\$46,500	<b>Starting Balance</b>	\$46,500	\$93,000	\$115,351	\$138,373	\$162,085	\$177,504	\$202,660	\$228,571	\$254,137	\$269,251	\$272,716
<b>RR Deposit Annual Increase</b>	\$21,700	RR Needs	\$0	\$0	\$0	\$0	\$9,004	\$0	\$0	\$1,122	\$12,376	\$24,848	\$93,764
<b>Interest on Reserve</b>	0.00%	Contribution	\$46,500	\$22,351	\$23,022	\$23,712	\$24,424	\$25,156	\$25,911	\$26,688	\$27,489	\$28,314	\$29,163
Trending on annual reserve:	3%	Net Annual Change	\$46,500	\$22,351	\$23,022	\$23,712	\$15,419	\$25,156	\$25,911	\$25,566	\$15,113	\$3,466	(\$64,601)
		Interest Earned	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		<b>Ending Reserve Balance</b>	<b>\$93,000</b>	<b>\$115,351</b>	<b>\$138,373</b>	<b>\$162,085</b>	<b>\$177,504</b>	<b>\$202,660</b>	<b>\$228,571</b>	<b>\$254,137</b>	<b>\$269,251</b>	<b>\$272,716</b>	<b>\$208,115</b>

Initial Deposit Needed to Sustain Project	
10 years:	(\$226,216)
15 years:	(\$142,760)
20 years:	(\$172,233)

**DU PAGE COI**  
**Capital Needs As**

Development Name Addison Hori  
 Owner Alden Founda  
 Date Prepared 7/16/2021

Cost Category	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Landscaping/Irrigation/Drainage									
Concrete Walks/Retaining Walls									
Parking Areas				\$10,751					
Garages/Carports									
Roofing									
Eavestrough/Downspouts/Flashing									
Balconies/Patios/Steps									
Exterior Siding									
Doors/Windows									
Lobbies/Halls/Stairs									
Laundry									
Community Space									
HVAC									
Plumbing/Domestic Hot Water									
Fire Safety									
Electrical									
Boilers/Pumps		\$45,000							
Elevator									
Unit Flooring/Carpeting	\$8,857	\$8,857	\$8,857	\$8,857					
Unit Appliances	\$912			\$7,633	\$16,886	\$16,886	\$27,411	\$19,298	\$10,525
Unit Kitchen Cabinet/Countertop									
Other									
Other									
Other									
<b>Annual Inflation Factor</b> 3.00%	\$9,770	\$53,857	\$8,857	\$27,241	\$16,886	\$16,886	\$27,411	\$19,298	\$10,525
	138.42%	142.58%	146.85%	151.26%	155.80%	160.47%	165.28%	170.24%	175.35%
<b>Total Units</b> 62	\$13,523	\$76,787	\$13,007	\$41,204	\$26,308	\$27,097	\$45,305	\$32,853	\$18,455
<b>Initial PUPY RR</b> \$350									
Initial Annual RR Deposit \$46,500	\$208,115	\$224,630	\$178,781	\$197,641	\$189,260	\$196,760	\$204,485	\$195,047	\$199,137
<b>RR Deposit Annual Increase</b> \$21,700	\$13,523	\$76,787	\$13,007	\$41,204	\$26,308	\$27,097	\$45,305	\$32,853	\$18,455
<b>Interest on Reserve</b> 0.00%	\$30,038	\$30,939	\$31,867	\$32,823	\$33,808	\$34,822	\$35,867	\$36,943	\$38,051
Trending on annual reserve: 3%	\$16,515	(\$45,848)	\$18,860	(\$8,381)	\$7,500	\$7,725	(\$9,439)	\$4,090	\$19,596
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>\$224,630</b>	<b>\$178,781</b>	<b>\$197,641</b>	<b>\$189,260</b>	<b>\$196,760</b>	<b>\$204,485</b>	<b>\$195,047</b>	<b>\$199,137</b>	<b>\$218,733</b>

Initial Deposit  
 10 years:  
 15 years:  
 20 years:



HOME INVESTMENT PARTNERSHIPS AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
ADDISON HORIZON LIMITED PARTNERSHIP  
PROJECT HM22-01/HM23-01

This AGREEMENT is entered into as of the 11th day of June, 2024, by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and Addison Horizon Limited Partnership, an Illinois Limited Partnership, having a principal place of business at 4200 West Petersen Avenue, Suite 140, Chicago, Illinois, 60646 ("DEVELOPER").

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, by Application for Affordable Housing Funding originally submitted on July 16, 2021, DEVELOPER has submitted underwriting documentation and made application to COUNTY for a loan of a portion of COUNTY's HOME Investment Partnerships Act Funds ("HOME FUNDS") which shall be paid to DEVELOPER and used for the new construction of sixty-two (62) rental units, which includes one manager's unit ("PROPERTY") located at 500 N. Denise Court, Addison, IL 60101; and

WHEREAS, the final said Application for HOME Rental Production funding, dated April 17, 2024 and executed April 18, 2024, is hereby incorporated into the HOME Investment Partnerships Agreement between the COUNTY and DEVELOPER; and

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

WHEREAS, DEVELOPER possesses the legal authority to execute an agreement to undertake the activity described herein and its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the DEVELOPER to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the DEVELOPER to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required;

and

WHEREAS, the COUNTY and DEVELOPER enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

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

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated herein:
  - Exhibit A. Community Development Commission (CDC) Property Standards
  - Exhibit B. Utility Allowances
  - Exhibit C. Proposed Development Budget
  - Exhibit D. Equal Employment Opportunity Certification
  - Exhibit E. Legal Description
  - Exhibit F. HOME Program Year Funding Breakdown
  - Exhibit G. VAWA Lease Addendum
  - Exhibit H. DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
  - Exhibit I. HOME Program Lease
  - Exhibit J. HOME Unit Designations

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

- A. Statement of Work: The DEVELOPER, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs associated with the new construction of sixty-two (62) rental units, which includes one manager's unit. Thirty (30) units in the PROPERTY shall be leased to an income eligible household at a rent not to exceed that allowed under the HOME Program ("PROJECT").
  - 1. Statement of Work Specifics: The PROPERTY is located at 500 N. Denise Court, Addison, IL 60101. After construction, all of the units must meet the property standards set forth in COUNTY's CDC Property Standards Policy attached hereto as Exhibit A. The PROJECT contains sixty-two (62) units of rental housing, and thirty (30) units shall be floating HOME units ("HOME Program Units") in accordance with the table below. DEVELOPER and

COUNTY shall identify the specific initial HOME Program Units no later than the time of initial occupancy. The HOME Program Units shall be leased using a lease form that complies with HOME regulations, including those found at 24 CFR Part 92.253, as amended, and any and all applicable provisions of HOME program rules, and that has been reviewed and approved by the COUNTY. Said lease being incorporated into the Agreement as Exhibit I. The COUNTY must approve any proposed changes to the lease prior to execution by any tenant occupying a HOME Program Unit. Said HOME Program Units shall comply with the Current Maximum Allowable Rents for Projects funded by the HOME Investments Partnerships Program (“HOME”) established by HUD and in effect from time to time.

Bedroom Type	Entire Project	Market Rate Units	High HOME Units	Low HOME Units	Total HOME Units
1-BR	50	2	22	6	28
2-BR	12	3	2	0	2
<b>Totals</b>	62	5 (Includes 1 Manager’s Unit)	24	6	30

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

4. Maximum allowable rents including utilities in effect, as of June 1, 2024 are:
- a.

	1-bedroom	2-bedroom
Low HOME Rent	\$1,051	\$1,261
High HOME Rent	\$1,346	\$1,618

- b. If the Low HOME rent unit receives Federal or State project-based rental subsidy and the very low-income family, at or below 50% MFI, pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (*i.e.*, tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program, in effect from time to time. Should the Low HOME unit no longer receive Federal or State project-based rental subsidy at some future date, said HOME-assisted units shall comply with the current maximum allowable rents for projects funded by the HOME Investment Partnerships Program (HOME) established by HUD and in effect from time to time.
5. For utilities not included in the rent, said maximum HOME Rents shall be reduced by an amount equal to the applicable utility allowances in accordance with 24 CFR 92.252, in effect as determined using the HUD Utility Schedule Model (HUSM) methodology or other HUD approved methodology for determining the utility allowance for the project based on the type of utilities used at the project, as established by HUD and updated from time to time. Current utility allowances are attached hereto as Exhibit B. If, after the date of this Agreement, HUD publishes a new Maximum Allowable Rents Schedule for High and Low HOME Rents, or the HUSM is updated providing new Utility Allowances, or HUD establishes a new methodology for determining utility allowances, the DEVELOPER is directed to comply with the new limits.
6. DEVELOPER will also submit a rent and occupancy report to the COUNTY each year to demonstrate compliance with the HOME rent requirements. The COUNTY may approve or disapprove within the HUD allowed limits, in which case DEVELOPER will make requested adjustments. COUNTY'S approval of the rent and occupancy report will constitute approval for any rent increase contained in the report. Any increase in rents for HOME Program Units is subject to the provisions in the current lease for each unit, and, in any event, DEVELOPER must provide tenants of those units not less than thirty (30) days prior written notice before implementing an increase in rent.
7. The "Part 5" definition of annual income will be used in this Project and is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. 24 CFR Part 5, et seq. A list of the "Part 5" income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the "Part 5" definition of annual income by the United States Congress.
8. Annual Income Calculations: DEVELOPER must initially determine annual income by collecting and examining at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement,

etc.) for the household. Said source documentation must be collected and examined at least every sixth year of the affordability period. For subsequent income determinations during the period of affordability, DEVELOPER may use any of the following methods:

- a. Collect and examine at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement, etc.) for the household; or
- b. Obtain a written statement from the household of the amount of the household's annual income and family size, along with a certification that the information is complete, accurate, and source documentation will be provided upon request; or
- c. Obtain a written statement from the administrator of a government program under which the household receives benefits and which examines each year the annual income of the household. The statement must indicate the tenant's family size and state the amount of the household's annual income; or alternatively, the statement must indicate the current dollar limit for very low- or low-income households for the family size of the tenant and state that the tenant's annual income does not exceed this limit.

If a Low HOME unit is assisted by a Federal or State project-based rental subsidy program, the COUNTY will accept the public housing agency, owner, or rental subsidy provider's determination of adjusted income under that program's rules, in accordance with Section II. A. 8. c. above.

B. HOME Repayment: This Project HOME funding will be in the form of a 0.00% percent interest loan. DEVELOPER will be required to make annual payments on this loan in the amount of \$36,000, beginning on the later to occur of repayment of the Bank of America construction loan or July 1, 2027, until the Maturity Date. DEVELOPER will be required to pay the remaining amount of the principal and any interest as a balloon payment at the 40-year anniversary date of the Project completion in HUD's Integrated Disbursement and Information System (IDIS) ("Maturity Date") and County shall provide Developer a written memorandum of such date of Project Completion in IDIS.

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

2. COUNTY Extended Use Period: The Project has an additional 20-year COUNTY Extended Use Period commencing when the HOME Affordability Period expires. During the additional COUNTY 20-year Extended Use Period, 30 of the 62 units must be occupied by households at, or below, 80% of the Area Median Family income, identified by household size, in effect at that time, and pay no more than the High-HOME rents of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families. Said certification is to be verified by, and included as part of Developer's annual audit. If any portion of the Project is sold, transferred, or if the property is no longer used for the purposes stated in this Agreement during the COUNTY Extended Use Period, DEVELOPER shall be required to pay the full amount of the remaining principal and any accrued interest of the loan.
- C. The HOME units will be designated as affordable to such households for a period of twenty (20) years through the recording of deed restrictions, covenants running with the land, or other mechanisms approved by HUD as described in the Regulatory and Land Use Restriction Agreement (RLURA) to be entered into by and between COUNTY and DEVELOPER, to be executed in connection with undertaking the Project.
  - D. Eligible Costs: DEVELOPER agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. DEVELOPER shall require such compliance and assurances in all lower tier contracts and subcontracts financed in whole or in part with the HOME funds. DEVELOPER shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government. The scope of activities to be performed, pursuant to this AGREEMENT, will be governed by, and limited to, the following:
    1. DEVELOPER may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY'S Community Development Commission (CDC).
    2. COUNTY shall provide HOME funds to DEVELOPER to reimburse DEVELOPER for (or pay directly for or through a construction escrow account) eligible costs that the COUNTY determines to be customary and reasonably associated with the PROJECT, as follows:
      - a. Building Permit costs associated with the new construction of sixty-two (62) units of rental housing.
      - b. Development hard costs associated with the new construction of sixty-two (62) units of rental housing.
      - c. Costs of construction, including supplies, materials, and hiring contractors, subcontractors, and trades necessary to complete the work. All work for which a

licensure or certification program exists locally or in the State of Illinois must be carried out by properly licensed or certified persons.

- d. Other such related costs that have the same intent as this AGREEMENT, are eligible for HOME funding, and are pre-approved by the COUNTY’S CDC.
- 3. COUNTY permits HOME funds to be used to pay the reasonable and necessary related soft costs incurred by the COUNTY for the completion of a Cost Reasonableness Study. The professional services provided to complete the study are required to prove cost reasonableness of the PROJECT. These costs are eligible per 24 CFR 92.206(d).
- E. The proposed Project development budget is attached hereto as Exhibit C. The budget sets forth an estimated budget for the Project. Deviations from the line items and dollar amounts shown in the estimated budget, as reviewed and approved by CDC, will not require modification of this AGREEMENT. The HOME investment in any PROPERTY shall not exceed the HUD published subsidy limit in effect from time to time. The subsidy limit in effect at the time of this AGREEMENT for each unit type 1-bedroom \$208,048.80; and 2-bedroom \$252,993.60.

III. BUDGET; TERMS OF HOME FUNDING; REIMBURSEMENT PROCEDURES

- A. HOME funds in the amount of up to FIVE MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$5,250,000.00) shall be made available to DEVELOPER for payment of eligible costs described in Section II. D. 2. above, upon approval and adoption of this AGREEMENT by the DuPage County Board, upon approval by the Department of Housing and Urban Development of the County’s Annual Action Plan, upon receipt of HOME funds from the Department of Housing and Urban Development, and upon the execution of documentation as described in this Section III. The Budget attached as Exhibit C to this Agreement sets forth the anticipated budget for the project. Deviations from the line items and dollar amounts shown in the anticipated budget, as reviewed and approved by CDC, will not require modification to this Agreement. Total project costs are approximately \$25,816,115. All sources of funds for the PROJECT are anticipated to be:

<b>Funding Source</b>	<b>Amount</b>
Permanent Illinois Housing Development Authority Risk Share Loan	\$2,500,000
Low Income Housing Tax Credits Equity	\$13,648,635
Deferred Developer Fee	\$525,000
DuPage HOME Funds (Development Subsidy)	\$5,250,000
Sponsor Loan (ComEd Grant)	\$270,856
Illinois Housing Development Authority CAHGP Sponsor Loan	\$3,327,124
Green Energy Credits Equity	\$294,500
<b>Total</b>	<b>\$25,816,115</b>

- B. DEVELOPER shall execute: a Promissory Note and Mortgage equal to the HOME funds that COUNTY has invested in the PROJECT to ensure recapture of the HOME funds the COUNTY has paid toward the PROJECT should an event of default occur, including, but not limited to, failure to fulfill the required twenty (20) year Affordability Period (Affordability Period); a Regulatory Land Use Restriction Agreement (RLURA) which will contain covenants running

with the land to ensure the HOME Affordability Period of twenty (20) years; or other mechanisms approved by HUD as described in the RLURA to be entered into by and between COUNTY and DEVELOPER in connection herewith, to ensure a HOME Affordability Period for twenty (20) years from Project completion, and a COUNTY Extended Use Period of twenty (20) additional years. The enforcement of the Affordability Period is separate and distinct from repayment of the HOME funds under the mortgage. HOME funds are provided to the DEVELOPER as a 0.00% interest rate loan with the entire unpaid principal and accrued interest to be repaid to the COUNTY in a lump sum, due forty (40) years after the date of Project completion in HUD's Integrated Disbursement and Information System (IDIS). DEVELOPER shall make annual payments of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) to COUNTY, beginning on the later to occur of repayment of the Bank of America construction loan or July 1, 2027, until the Maturity Date.

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

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

1. The DEVELOPER fails to operate the PROJECT as affordable rental housing for households whose incomes meet the requirements set forth in Section II. A. above and such failure continues for a period of 30 days after written notice from COUNTY.
2. The DEVELOPER files any petition in bankruptcy, or for a receiver, or insolvency, or for reorganization of composition, or makes any assignment for the benefit of creditors or to a trustee for creditors, or permits an adjudication in bankruptcy, the taking of possession of the PROJECT or any part thereof by the receiver, or the seizure and sale of the PROJECT or any part thereof under judicial process or pursuant to any power of sale, and fails to have such adverse action set aside within forty-five (45) days.
3. The DEVELOPER transfers, or otherwise encumbers the PROJECT without the prior express written consent of the COUNTY.
4. The DEVELOPER fails to maintain the PROJECT and its grounds and equipment pertinent thereto according to applicable housing quality standards and all local and state codes and ordinances.
5. The DEVELOPER fails to purchase fire and extended coverage insurance and flood



insurance, if flood insurance is required, thereon and annually provide and file a certificate of said coverage with the COUNTY, the proceeds of which, in the event said structure shall be destroyed or damaged by fire or other casualty, shall be used for reconstruction of said structure upon the said real estate and such failure continues for a period of five (5) days after written notice from COUNTY.

6. The COUNTY shall be named as an additional "Loss Payee" on the fire and extended coverage insurance and flood insurance, if flood insurance is required.

Notwithstanding anything to the contrary contained here within, COUNTY hereby agrees that any cure of any default made or tendered by one or more of DEVELOPER'S limited partners shall be deemed to be a cure by DEVELOPER and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER. Copies of all notices which are sent to DEVELOPER under the terms of the mortgage shall also be sent to DEVELOPER'S limited partners at the addresses listed within the Mortgage.

- C. The DEVELOPER must obtain financing and construct the project. The DEVELOPER must perform all the functions typically expected of for-profit developers, and assume all the risks and rewards associated with being the project DEVELOPER.
- D. Acquisition required as part of the PROJECT will require submission by the DEVELOPER of the following information to the CDC prior to closing:
  1. A copy of the executed written purchase contract, including all basic terms and conditions, including the owner's date of delivery;
  2. A copy of the Notice to Seller and Voluntary Arm's Length Affidavit letter sent to and executed by the owner(s), also known as seller(s);
  3. A copy of the appraisal report on which the determination of current market appraised value was based;
  4. A copy of the final financing commitment letter from other lender(s), if any;
  5. A copy of the Loan Estimate from other lender(s), if any;
  6. A commitment for an acceptable ALTA form of mortgagee's policy of title insurance in the amount of the mortgage loan to be given by COUNTY, issued by a title insurance company, satisfactory to the COUNTY, insuring "*DuPage County, by and through the DuPage Community Development Commission, its successors and/or assigns*" subject only to those exceptions to title as DuPage County shall approve;
  7. Copy of hazard insurance policy naming "*DuPage County, by and through the DuPage Community Development Commission, its successors and/or assigns*" as an additional loss payee;
  8. Name and address of Title Company, date, time, and location of closing, name of closing

officer, and escrow number.

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

containing an explanation stating the cause and need for the change order and how the costs associated with the change order are determined to be fair and reasonable to CDC for approval *prior to authorization of work*. CDC will review and approve or deny change orders within a reasonable time period.

14. DEVELOPER understands that COUNTY must check each contractor and subcontractor against the Federal System for Award Management (SAM) for exclusions prior to commencement of work and that any change order that also results in an addition to or change in the contractor/subcontractor list will require immediate notification to COUNTY for purposes of this SAM review.
15. DEVELOPER shall erect a sign in a prominent place at each job site crediting the DuPage County Community Development Commission and HUD for funding of the PROJECT by including the following statement:

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

- F. Upon release of funds by HUD for the PROJECT, the COUNTY shall make disbursements to the DEVELOPER in compliance with II.B. of this AGREEMENT. All requests for disbursement of DEVELOPER shall comply with the following requirements:
  1. DEVELOPER shall submit a listing of all disbursements of HOME funding, on a form provided by CDC;
  2. Any request for reimbursement pertaining to work under contracts and subcontracts shall include DEVELOPER'S certification as follows:
    - a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of DEVELOPER'S knowledge, information and belief, the quality of such work is in accordance with the contract, subject to: (i) any evaluation of such work as a functioning Project upon substantial completion; (ii) the results of any subsequent tests permitted by the contract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
    - b. For final payment, that the work has been performed in a good, workmanlike, satisfactory manner and in conformance with the contract or subcontract and local building code.
  3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. In order to process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and

County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120). DEVELOPER should allow up to four (4) weeks for COUNTY payment approval process after submission and approval by the CDC of all required payment documentation.

- 4. If so requested by COUNTY, DEVELOPER shall forward to CDC all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.

G. This PROJECT shall be identified as HOME AGREEMENT #HM22-01 / HM23-01 which identifying number shall be used by DEVELOPER on all payment requests.

H. An analysis of the operating budget for the PROJECT has determined that the DEVELOPER will not be unduly enriched through receipt of rents for the units, but that rents are necessary to cover the ongoing operating costs of the PROJECT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS; TERM OF AGREEMENT

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

<u>Activity</u>	<u>Completion Target Date</u>
Project Closing	07/10/2024
Construction Start	07/24/2024
Construction at 50% Completion	03/31/2025
50% of HOME funds drawn	04/15/2025
Leasing Activities Begin	05/01/2025
Construction at 100% Completion	10/31/2025
100% of HOME funds drawn	12/31/2025
Units Fully Leased	02/01/2026

- B. DEVELOPER shall complete expenditure of HOME Funds pursuant to the PROJECT by December 31, 2025. These dates are completion milestones. If DEVELOPER is delayed in the completion of the PROJECT by any cause legitimately beyond its control, as determined by the COUNTY, such that it cannot complete construction by October 31, 2025, it shall immediately give written notice to the Director of Community Services (“Director”) and to the COUNTY of the anticipated delay, the reasons therefore, an updated implementation schedule, and request an extension of time for completion of the PROJECT. Upon review and written approval of the Director, the time for completion may be extended by the Director for a maximum of nine (9) months. Agreement Duration is in accordance with Paragraph XI. F. of this AGREEMENT.

- C. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the DEVELOPER has not demonstrated significant progress toward completion and, if the DEVELOPER has not

requested an extension due to a cause legitimately beyond its control, and if the DEVELOPER has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the DEVELOPER; and after November 30, 2025, the Director may recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the DEVELOPER of its action and shall demand repayment of any HOME funds drawn for the PROJECT.

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

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. DEVELOPER shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 ("Super Circular"), as updated from time to time, including any single audit requirements contained therein.

VI. OTHER PROGRAM REQUIREMENTS

- 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 DEVELOPER will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
  3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20).
  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. The DEVELOPER shall comply with the Federal Labor Standards and Federal Davis Bacon Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, as necessary.
- D. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution.
- E. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- F. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. COUNTY and DEVELOPER agree and acknowledge that this AGREEMENT does not constitute a commitment of funds, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. DEVELOPER shall supply all information requested by COUNTY to complete such reviews, shall carry out any mitigating measures required by COUNTY, and shall not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend HOME or local funds for the PROJECT until COUNTY has completed an environmental review to the extent required under 24 CFR Part 58 and has given notification of its approval in accordance with 24 CFR Part 58 that the environmental review for the PROJECT is complete.
- G. 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.
- H. Radon Mitigation Plan: Radon-resistant construction methods will be incorporated in the PROJECT. Upon completion of the PROJECT, post-construction radon measurements will be taken in accordance with EPA radon measurement protocols for multifamily buildings. Should radon measurements reveal elevated concentrations, DEVELOPER must notify County immediately, and appropriate mitigation must be completed. Radon-resistant construction methods and post-construction Radon testing requirements must be included within the project scope and construction contract.
- I. Tiered Approach to Corrective Action Objectives (TACO) Mitigation Plan: Building is required to be constructed as full slab-on-grade with a passive sub-slab depressurization system. TACO building requirements must be included within the project scope and construction contract.
- J. DEVELOPER shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as modified by Paragraph K of the Federal Register, Volume 73, No. 194. This PROJECT does not require temporary relocation of tenants.
- K. DEVELOPER must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in Exhibit D attached hereto

and made a part hereof.

- L. DEVELOPER shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. All Section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:
  - 1. Employment and training.
    - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - b. Where feasible, priority for opportunities and training described in paragraph 1. a. of this section should be given to:
      - i. Section 3 workers residing within the service area or the neighborhood of the project, and
      - ii. Participants in YouthBuild programs.
  - 2. Contracting.
    - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - b. Where feasible, priority for contracting opportunities described in paragraph 2. a. of this section should be given to:
      - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
      - ii. YouthBuild programs.
  - 3. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
  - 4. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
  - 5. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.
  - 6. The contractor agrees to include in any contract or agreement language to apply Section 3

to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in contracts.

- M. DEVELOPER shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), J (Rehabilitation), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. The PROJECT must be kept in compliance for the duration of both the HOME affordability period and the COUNTY extended use period. DEVELOPER must also comply with all applicable regulations regarding asbestos containing materials.
- N. DEVELOPER shall not use debarred, suspended, or ineligible contractors or subcontractors in carrying out this PROJECT.
- O. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference (“Buy America Preference” or “BAP”) for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD’s Notice, “General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

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

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



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

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

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

5. DEVELOPER will maintain copies of all executed contracts and subcontracts pertaining to the PROJECT and will provide to CDC upon request.
- Q. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of DEVELOPER.
- R. 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.
- S. DEVELOPER agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).
- T. DEVELOPER certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
  3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all DEVELOPERS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who

fails to file the required certification shall be subject to a civil penalty to the fullest extent permitted by law for each such failure.

- U. The DEVELOPER certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the DEVELOPER's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The DEVELOPER's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the Project be given a copy of the statement required by paragraph (1);
  4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Project, the employee will
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  5. Notifying the CDC within five (5) business days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
  6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
    - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

- V. 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. Developer will report any eligible match to COUNTY on an annual basis.
- W. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the DEVELOPER for the duration of the affordability period.
- a. VAWA Notification Requirements: DEVELOPER must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
    - i. At the time the applicant is denied assistance or admission under a covered housing program;
    - ii. At the time the individual is provided assistance or admission under the covered housing program;
    - iii. With any notification of eviction or notification of termination of assistance; and
    - iv. During the annual recertification or lease renewal process, whichever is applicable.
  - b. VAWA Lease Bifurcation:
    - i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
      1. Without regard to whether the household member is a signatory to the lease; and
      2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
    - ii. 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 G, must be incorporated into each HOME-unit lease.
- d. VAWA Emergency Transfer Plan: DEVELOPER may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking 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 H.

#### 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 DEVELOPER shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

#### VIII. RECORDS & REPORTS

- A. DEVELOPER authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the DEVELOPER'S records and rental applications and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the DEVELOPER shall furnish immediately, if required by the Comptroller General, otherwise within five (5) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the DEVELOPER'S contracts and operations in connection with the PROJECT.
- C. DEVELOPER shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the PROPERTIES contained in this PROJECT. Said audit must include the specific annual amount due to COUNTY based upon the terms of the Note.
- D. DEVELOPER is required to meet any single audit requirements of the Federal Office of Management and Budget.
- E. DEVELOPER shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT, including but not limited to the following specifications:

1. Prior to requesting disbursement of any HOME funds.
  2. Prior to commencement of PROJECT, a copy of its standard lease form. Leases must be for not less than one year, unless by mutual agreement between the tenant and DEVELOPER, and must be in compliance with the requirements for leases contained in 24 CFR § 92.253.
  3. Prior to commencement of PROJECT, a copy of its Tenant Selection Policy.
  4. Tenant application, income source documentation and certification, and executed lease for each unit, if so requested by COUNTY, or COUNTY may choose to review these items on site at the PROJECT.
  5. Beneficiary data on income, race, ethnicity, gender of single head-of-households, and other data requested by COUNTY necessary to complete COUNTY'S reporting requirements to HUD.
- F. DEVELOPER shall provide a Progress Report to CDC office each quarter (or monthly at the request of the CDC staff), reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue throughout the construction period of the PROJECT. Progress Reports shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System (IDIS).
- G. DEVELOPER shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. DEVELOPER will comply with all requests for information and with requests for on-site inspections of books, records, leases, tenant files, and units.
- H. DEVELOPER shall maintain the following records:
1. For a period of seven years after each tenant move-out: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged, who is responsible to pay for each utility, and those records that demonstrate that the household was income eligible.
  2. For a period of seven years after each year of the PROJECT: Documentation that DEVELOPER has followed its Tenant Selection Plan.
  3. For a period of seven years after each year of the PROJECT: Documentation of all activities undertaken in connection with DEVELOPER'S affirmative marketing plan.
  4. For as long as DEVELOPER owns the PROPERTY and for seven years thereafter: all financial records pertaining to the construction of the PROPERTY.
  5. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until

completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.

6. DEVELOPER shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

#### IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 CFR § 200.339, suspension or termination of this AGREEMENT may occur if the DEVELOPER materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 CFR § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to DEVELOPER for DEVELOPER'S breach of the AGREEMENT after all applicable notice and cure periods, abandonment of the PROJECT or occurrence rendering impossible the performance by DEVELOPER of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to DEVELOPER'S performing the PROJECT, failure by DEVELOPER in submitting supporting information or documentation for a claim, submission by DEVELOPER of incorrect or incomplete reports, or DEVELOPER'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the DEVELOPER in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the DEVELOPER to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the DEVELOPER the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the DEVELOPER of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

#### X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by DEVELOPER, misuse or misapplication of funds derived from this AGREEMENT by DEVELOPER or any violation of any of the statutes, rules and regulations, directly or indirectly, by the DEVELOPER and/or any of its agents or representatives, then DEVELOPER, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by DEVELOPER for this PROJECT or penalties and expenses, including reasonable attorneys' fees and other costs of litigation, resulting from such action or omission by DEVELOPER. All counsel employed by the DEVELOPER to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The DEVELOPER does not hereby waive any defenses or immunity available

to it with respect to third parties.

- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or DEVELOPER shall immediately notify the other party, in writing, providing the full details of the alleged violation. The DEVELOPER shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the DEVELOPER and the Federal agency, the DEVELOPER shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the DEVELOPER shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified and given prior notice.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the DEVELOPER shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the DEVELOPER may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the DEVELOPER shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of DEVELOPER, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The DEVELOPER does not hereby waive any defenses or immunity available to it with respect to third parties.

## XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. DEVELOPER acknowledges that HUD may from time to time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - DEVELOPER shall not assign this AGREEMENT or any part thereof, nor



shall DEVELOPER transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.

- D. ATTORNEY'S OPINION - DEVELOPER shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon DEVELOPER, have been taken by DEVELOPER.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for a total of forty (40) years; twenty (20) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System (IDIS) (HUD's Affordability Period) and for an additional twenty (20) years after the date of completion of the PROJECT in HUD's IDIS (County's Extended Use Period).
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and DEVELOPER. DEVELOPER shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DUPAGE, a body politic in the State of Illinois

BY: \_\_\_\_\_  
Deborah A. Conroy,  
Chair DuPage County Board

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jean Kaczmarek,  
DuPage County Clerk

DEVELOPER: Addison Horizon Limited Partnership, an Illinois Limited Partnership

ADDRESS: 4200 W. Peterson Avenue  
Chicago, IL 60646

BY: Addison Horizon, Inc.  
Its General Partner

DATE: \_\_\_\_\_  
Steven Stivers  
Vice President

ATTEST: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## EXHIBIT A

### DuPage County Community Development Commission Property Standards Policy

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

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

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

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

**5. Acquisition of Standard Housing.**

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

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

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

**8. Ongoing Property Condition Standards for Rental Housing.**

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

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

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

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

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

## EXHIBIT A

### REHABILITATION STANDARDS - GENERAL

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



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

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

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

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

## REHABILITATION STANDARDS – SPECIFIC TO OWNER OCCUPIED REHABILITATION

### Eligible Activities

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

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

*Persons are considered severely disabled if they:*

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

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

#### Ineligible Activities

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

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

## EXHIBIT B

### Useful Life and Materials Standards

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

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

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

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

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

**EXHIBIT B**  
**Utility Allowances**

**1-Bedroom Utility Allowances Breakdown:**

**Allowances for Tenant-Furnished Utilities and Other Services**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Locality ZIP60101 - Addison, IL		Green Discount Energy Star	Unit Type Larger Apartment Building (5+ units)				Date 05/01/2024
Utility/Service		Monthly Dollar Allowances					
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric Resistance	\$19	\$22	\$30	\$38	\$46	\$53
	Electric Heat Pump	\$30	\$33	\$37	\$40	\$43	\$45
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$4	\$5	\$7	\$10	\$12	\$14
	Other	n/a	n/a	n/a	n/a	n/a	n/a
Other Electric		\$16	\$19	\$26	\$34	\$41	\$49
Air Conditioning		\$3	\$4	\$6	\$7	\$9	\$10
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a
	Electric	\$11	\$13	\$17	\$20	\$24	\$28
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a
Water		n/a	n/a	n/a	n/a	n/a	n/a
Sewer		n/a	n/a	n/a	n/a	n/a	n/a
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a
<b>Projected Family Allowances</b> (To be used to compute specific family allowances)		Utility/Service					Cost/Month
		Space Heating	Electric Heat Pump				\$33
Family Name		Cooking	Electric				\$5
		Other Electric	Electric				\$19
		Air Conditioning	Electric				\$4
Unit Address		Water Heating	Not applicable				\$0
		Water	Not applicable				\$0
		Sewer	Not applicable				\$0
		Trash Collection	Not applicable				\$0
Number of Bedrooms		Range/Microwave	Not applicable				\$0
1		Refrigerator	Not applicable				\$0
		Other	Not applicable				\$0
		<b>Total</b>					<b>\$61</b>

**2-Bedroom Utility Allowances Breakdown:**

**Allowances for Tenant-Furnished Utilities and Other Services**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date
ZIP60101 - Addison, IL		Energy Star	Larger Apartment Building (5+ units)					05/01/2024
Utility/Service		Monthly Dollar Allowances						
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Resistance	\$19	\$22	\$30	\$38	\$46	\$53	
	Electric Heat Pump	\$30	\$33	\$37	\$40	\$43	\$45	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$4	\$5	\$7	\$10	\$12	\$14	
	Other	n/a	n/a	n/a	n/a	n/a	n/a	
Other Electric		\$16	\$19	\$26	\$34	\$41	\$49	
Air Conditioning		\$3	\$4	\$6	\$7	\$9	\$10	
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$11	\$13	\$17	\$20	\$24	\$28	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Water		n/a	n/a	n/a	n/a	n/a	n/a	
Sewer		n/a	n/a	n/a	n/a	n/a	n/a	
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a	
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a	
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a	
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a	
<b>Projected Family Allowances</b> (To be used to compute specific family allowances)		Utility/Service					Cost/Month	
		Space Heating			Electric Heat Pump		\$37	
Family Name		Cooking			Electric		\$7	
		Other Electric			Electric		\$26	
		Air Conditioning			Electric		\$6	
Unit Address		Water Heating			Not applicable		\$0	
		Water			Not applicable		\$0	
		Sewer			Not applicable		\$0	
		Trash Collection			Not applicable		\$0	
Number of Bedrooms		Range/Microwave			Not applicable		\$0	
2		Refrigerator			Not applicable		\$0	
		Other			Not applicable		\$0	
		<b>Total</b>					\$76	

EXHIBIT C  
PROPOSED PROJECT DEVELOPMENT BUDGET

DU PAGE COUNTY DEVELOPMENT BUDGET (Uses)					
Project:		Addison Horizon Senior Living	Developer:	Alden Foundation	
Project Number:		HM22-02/HM23-01			
ACQUISITION	TOTAL	Per Unit	Per SF	% TDC	
Land	\$1,200,000	\$19,355			
Building	\$0	\$0			
Holding Costs	\$0	\$0			
Other:	\$0	\$0			
Other:	\$0	\$0			
<b>Total Acquisition:</b>	<b>\$1,200,000</b>	<b>\$19,355</b>	<b>\$18.13</b>	<b>4.6%</b>	
<b>HARD COSTS (complete sheet #7)</b>					
General Cond., Overhead & Profit	\$2,207,702	\$35,608			
Construction Hard Costs	\$15,769,298	\$254,344			
Building Permit & Other Local Fees	\$400,000	\$6,452			
Performance & Payment Bonds	\$137,812	\$2,223			
FF&E	\$450,000	\$7,258			
<b>Total Construction:</b>	<b>\$18,964,812</b>	<b>\$305,884</b>	<b>\$286.48</b>	<b>73.5%</b>	
<b>CONTINGENCY</b>	<b>\$798,465</b>	<b>\$12,878</b>	<b>1206.1%</b>	<b>3.1%</b>	
<b>SOFT COSTS</b>					
Architect: Design	\$570,000	\$9,194			
Architect: Supervision	\$15,000	\$242			
Civil Engineering	\$60,000	\$968			
Green Certification Fees	\$65,000	\$1,048			
Legal	\$135,000	\$2,177			
Accounting/Cost Certification	\$40,000	\$645			
Survey	\$35,000	\$565			
Appraisal	\$20,000	\$323			
Environmental Report	\$22,000	\$355			
Soil Tests	\$20,000	\$323			
Market Study	\$15,000	\$242			
3rd Party Cost Estimate	\$0	\$0			
Title & Recording	\$40,000	\$645			
Marketing	\$125,000	\$2,016			
zoning legal and municipal charges/fees	\$72,000	\$1,161			
lenders plan review and inspections	\$27,000	\$435			
<b>Total Soft Costs:</b>	<b>\$1,261,000</b>	<b>\$20,339</b>	<b>\$19.05</b>	<b>4.9%</b>	
<b>PERMANENT FINANCING</b>					
Application Fees	\$15,500	\$250			
LIHTC Fees	\$150,000	\$2,419			
Working Capital/Latent Defects LOC Fee	\$0	\$0			
Origination Fees	\$35,000	\$565			
Financing Legal Fees	\$115,000	\$1,855			
Lender's Inspecting Architect	\$0	\$0			
Bond Insurance Fees	\$0	\$0			
Credit Enhancement Fee	\$0	\$0			
Bank Escrow Fee	\$0	\$0			
Rating Agency Fee	\$0	\$0			
public improvement LoC fee	\$25,000	\$403			
Construction Cost Review by IHDA	\$15,000	\$242			
<b>Total Permanent Financing:</b>	<b>\$355,500</b>	<b>\$5,734</b>	<b>\$5.37</b>	<b>1.4%</b>	
<b>INTERIM FINANCING</b>					
Construction/Bridge Loan Interest	\$1,053,876	\$16,998			
MIP/Credit Enhancement during construction	\$0	\$0			
Servicing Fees during construction	\$0	\$0			
Real Estate Taxes during construction	\$20,000	\$323			
Insurance during construction	\$123,523	\$1,992			
Bridge Loan Costs + Interim Fees	\$98,647	\$1,591			
<b>Total Interim Financing:</b>	<b>\$1,296,046</b>	<b>\$20,904</b>	<b>\$19.58</b>	<b>5.0%</b>	
<b>SYNDICATION</b>					
Syndication Legal	\$0	\$0			
Partnership organizational expense	\$0	\$0			
Other:	\$0	\$0			
<b>Total Syndication:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.0%</b>	
<b>RESERVES</b>					
Real Estate Tax Reserve	\$42,943	\$693			
Insurance Reserve	\$26,040	\$420			
Capital Replacement Reserve	\$46,500	\$750			
Initial Rent-up Reserve	\$0	\$0			
Operating Reserve	\$218,240	\$3,520			
Debt Service Reserve	\$106,569	\$1,719			
Other:	\$0	\$0			
Other:	\$0	\$0			
Other:	\$0	\$0			
<b>Total Reserves:</b>	<b>\$440,292</b>	<b>\$7,101</b>	<b>\$6.65</b>	<b>1.7%</b>	
<b>DEVELOPER FEE</b>	<b>\$1,500,000</b>	<b>\$24,194</b>	<b>\$22.66</b>	<b>5.8%</b>	
<b>TOTAL DEVELOPMENT COSTS (TDC):</b>	<b>\$25,816,115</b>	<b>\$416,389</b>	<b>\$389.97</b>	<b>100.0%</b>	

## EXHIBIT D

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

#### HOME Investment Partnerships County of DuPage

The undersigned understands and agrees that it is a DEVELOPER of a Project funded in part by the HOME Investment Partnerships 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.

DEVELOPER 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 Partnerships 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 Partnerships Program construction.
3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order.
6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
7. In the event that DEVELOPER 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 DEVELOPER 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.

DEVELOPER: Addison Horizon Limited Partnership, an Illinois Limited Partnership

ADDRESS: 4200 W. Peterson Avenue  
Chicago, IL 60646

BY: Addison Horizon, Inc.  
It's General Partner

DATE: 

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Steven Stivers  
Vice President

ATTEST: 

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Signature

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Printed Name

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Title

EXHIBIT E  
LEGAL DESCRIPTION

**Parcel Index Numbers:**

03-21-311-043

Affects: Lot 2 of Parcel 1

03-21-311-044

Affects: Lot 1 of Parcel 1

03-28-102-029

Affects: Easement Parcel 2 and 4 and other property

03-21-311-042

Affects: Easement Parcel 3 and other property

**Commonly Known As:** 500 N. Denise Court, Addison, IL 60101

**LEGAL DESCRIPTION:**

PARCEL 1:

LOTS 1 AND 2 IN GREEN MEADOWS RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 2013 AS DOCUMENT NUMBER R2013-090491, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

PERMANENT, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 OVER THE PRIVATE ROAD KNOWN AS GREEN MEADOW DRIVE AS ESTABLISHED BY PLAT OF GREEN MEADOWS RESUBDIVISION RECORDED JUNE 21, 2013 AS DOCUMENT NUMBER R2013-090491, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

PERMANENT, NON-EXCLUSIVE EASEMENT FOR ACCESS AND DEVELOPMENT OF STORMWATER MANAGEMENT IN FAVOR OF PARCEL 1 OVER A PORTION OF LOT 3 IN GREEN MEADOWS RESUBDIVISION AS ESTABLISHED BY PLAT OF GREEN MEADOWS RESUBDIVISION RECORDED JUNE 21, 2013 AS DOCUMENT NUMBER R2013-090491, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

PERMANENT, NON-EXCLUSIVE EASEMENT FOR ACCESS AND FOR INGRESS AND EGRESS TO, FROM AND OVER THE PORTION OF THE PROPERTY FOR A SIDEWALK EASEMENT AND SHOWN AS SIDEWALK EASEMENT ON EXHIBIT D CONTAINED IN EASEMENT AND MAINTENANCE AGREEMENT FOR GREEN MEADOW ROAD RECORDED \_\_\_\_\_, 2024 AS DOCUMENT NUMBER ~\_\_\_\_\_ IN DUPAGE COUNTY, ILLINOIS.

Exhibit F  
HOME Action Plan Program Year Breakdown

Project Number	Program Year	Funding Amount
HM22-01	2022	\$3,221,112
HM23-01	2023	\$2,028,888

Exhibit G  
VAWA Lease Addendum

VIOLENCE, DATING VIOLENCE  
OR STALKING

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 2502-0204  
Exp. 6/30/2017

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

Form HUD-91067  
(9/2008)

Exhibit H  
DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION  
Emergency Transfer Plan for Victims of  
Domestic Violence, Dating Violence, Sexual Assault, or Stalking

EMERGENCY TRANSFER PLAN FOR VICTIMS  
OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING

DuPage County  
Community Development Commission  
November 2018

**DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION**

**Emergency Transfer Plan for Victims of  
Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

**Emergency Transfers**

DuPage County Community Development Commission (CDC) and its subrecipients are concerned about the safety of tenants residing in ESG and HOME-assisted units, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> 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.<sup>2</sup> 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.

---

<sup>1</sup> 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.

<sup>2</sup> 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.<sup>3</sup>

### **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.

<sup>3</sup> 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





forth herein.

2. **Rent.** Resident shall pay Owner at Owner's address as identified above, or at such place as may be designated by the Owner, in advance by the first day of each month the total monthly payment as set forth above, and additional payments and rental surcharges as provided for in this Lease. Rents are subject to HOME Program rent restrictions.
3. **Utility Services.** A) Owner agrees to provide the following utilities and services at no additional cost to Resident:
  - **Hot Water and scavenger**
    - Owner will not be responsible for failure to furnish such services and utilities by reason of any cause beyond Owner's control.B) Resident shall furnish the following utilities and services at Resident's own expense:
  - **Electric, Gas, Cable TV, and Phone**
    - Utility allowance for these utilities: **Electric \$      ; Gas \$      ; Total \$**

This development was financed with U.S. Department of Housing and Urban Development (HUD) HOME funding and IRS Section 42 tax credit, both of which have tenant income and rent limitations. The utility allowance above is provided by the HUD Utility Schedule Model (HUSM) and is used solely for the purpose of determining the maximum rent Owner is allowed to charge. It is not indicative of the actual monthly utility costs that will be incurred by the Tenant, who will be billed directly by the utility companies based on his or her personal usage.

4. **Security Deposit.** Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in this Lease. Owner may apply the deposit toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, excluding nonpayment of rent. The Owner may only apply the deposit toward nonpayment of rent after the tenant vacates the unit. In the event the deposit is applied for such reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, Resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit.

Residents are obligated to pay rent for the term of the Lease and the security deposit is not to be used as the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy all amounts due, constitutes a default by Resident. Owner shall make annual payment to Resident of any interest on the security deposit as provided by law.

Owner shall inspect the Unit after Resident has permanently vacated the Unit. Owner shall permit the Resident to be present during the inspection if the Resident so requests in writing prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within forty-five (45) days (City of Chicago) or sixty (60) days (outside City of Chicago) after Resident vacates the Unit, Owner shall return to Resident his/her security deposit with interest as is required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the

costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of the Resident to immediately advise Owner in writing of Resident's new mailing address. In the event more than one Resident executes the Lease, the Owner may forward the amount of the refunded security deposit to the forwarding address submitted. There will be one check issued made payable to all leaseholders and it shall be the responsibility of the leaseholders to apportion the refunded security deposit.

5. **Fixtures.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures, and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident. Owner agrees to provide the additional services specified in the Lease Summary (if any) at the monthly cost to Resident shown in the Lease Summary.
6. **Storage.** If storage containers are available at the Development Property, Resident shall cause them to be closed, secured, and appropriately identified by tagging or other means and at the sole risk of Resident. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling for all articles placed in storerooms. If any representative of Owner shall, at the request of Resident or members of Resident's household, move, handle or store any of Resident's articles in said storerooms or remove any of same, then and in such case, such representative shall be deemed the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Resident shall not store flammable materials, liquids, or any other items that would create a danger to other people, to the building or be in violation of the applicable municipal code(s).
7. **Lease Application.** The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentations made by Resident in the application shall constitute a material non-compliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease as set forth in Section 41 of this Lease.
8. **Family Certification and Rental Surcharges.** Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the Lease and Resident's right of initial occupancy.

Resident agrees that a re-certification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of this Lease or less frequently upon written approval of Owner; provided, however, that Resident shall be re-certified at any time at Resident's request. Resident agrees that Owner may divulge the information received to the Illinois Housing Development Authority ("IHDA"), DuPage County ("County") and Owner's partners. Resident acknowledges that Owner and IHDA and County have the right to seek verification of all representations made by Resident during re-certification.

The foregoing notwithstanding, Owner and Resident agree that if at the time of re-certification Resident's income exceeds the maximum provided under applicable rules and procedures of IHDA or the County, Resident shall be permitted to remain in occupancy only upon payment of a rental surcharge in

accordance with a schedule of surcharges approved from time to time by IHDA or the County. Resident agrees that failure to pay such surcharge shall constitute a material breach of this Lease. Resident shall be permitted to remain in occupancy but at a higher rent amount, as determined by all applicable regulations of the U.S. Department of Housing and Urban Development's HOME program and the IRS Section 42 Low Income Housing Tax Credit.

If Resident fails to provide the required re-certification information and documentation to Owner on or before the date specified by Owner, such failure shall constitute a material breach of the Lease, then Owner may impose penalties, including terminating the Lease and/or increase the monthly payment amount due from Resident as permitted by IHDA and the County. Upon completion of re-certification, Resident shall pay Owner the difference (retroactively) between his/her rent before re-certification and the adjusted rent following re-certification. Owner agrees to meet with Resident, if Resident so requests, to discuss any changes resulting from the re-certification process.

- 9. Rent Adjustment** The total monthly payment including utility charges and allowances required to be made under paragraph 2 of this Lease may be changed during the term of this Lease and Resident agrees to pay any additional amounts if required by IHDA. Owner retains the right to adjust rents, in accordance with HOME rent limits.

Owner shall give Resident forty-five (45) days written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, the effective date of the increase, the reasons for the increase and that Resident may request to meet with Owner to discuss the increase. Owner agrees to meet to discuss the increase with Resident if Resident so requests. Resident may, by giving Owner a thirty-day (30) advance written notice, terminate the Lease prior to the effective date of the increase.

- 10. Use of Apartment - Subletting.** Resident shall personally use and occupy the Unit solely as a private dwelling for herself/ himself and those individuals whose names are set forth in the Lease Summary. Unless with the prior written approval of Owner, Resident shall not sublet or rent the Unit or any part thereof unless Owner is required to permit Resident to sublet by law. Resident shall not permit the Unit or any part thereof to be used by any additional occupant (except for a child new to the family) & shall not transfer or assign this Lease. Failure to comply with these limitations within ten (10) days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner at their option to terminate the Lease and repossess the Unit as provided by law.

- 11. Alterations, Additions, Fixtures.** Resident shall not make alterations, additions, or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of Owner. All alterations and additions, except fixtures installed by Resident, shall remain as part of the Unit unless Owner elects that Resident shall restore the Unit to its original condition, in which case, Resident shall restore the Unit in its original condition, ordinary wear and tear expected.

- 12. Condition of Unit.** Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and

sanitary condition complying with all laws, and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.

- 13. Damage to Unit or Development Property.** Resident shall not cause any waste or damage to the Unit, Building or other property of the Development. In the event Resident, a family member of Resident or any other person(s) under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's costs to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expense. The notice from Owner shall be in writing and shall itemize the needed repairs and/or repairs made and the costs. Owner shall then credit the amount received towards Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within 10 days after notice from Owner shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.
- 14. Prohibited Illegal Activities.** Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct while on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons or stolen property. Resident shall be responsible for the conduct of all persons residing with, or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.
- 15. Additional Resident Obligations, Resident shall:**
- a. Maintain the Unit in the same condition as when initially occupied with the exception of ordinary wear and tear, and maintain the Unit in a decent, safe and sanitary condition. Provide access to Owner for required Annual Comprehensive Decent, Safe and Sanitary Inspections to be conducted, and for reasonable maintenance and extermination.
  - b. Refrain from acts or practices which disturb neighbors including, but not limited to, playing loud music, and having loud parties; or cause any waste or damage to the Unit or Development Property.
  - c. Notify Owner of any condition in the Unit or building that Resident believes to be dangerous to the health or safety of Resident or other Residents.
  - d. Not use or store in the Unit or Building or on the Development Property any flammable

or explosive substances.

- e. Place garbage and refuse inside containers provided by Owner and do not litter the Development Property.
- f. Properly use and operate all appliances, electrical, gas and plumbing fixtures.
- g. Not place in the Unit or on the Development Property any furniture, plants, animals, or any other things that harbor insects, rodents, or other pests.
- h. Not bring into the Unit or onto the Development Property materials that cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire insurance carrier. Resident shall not undertake or permit his/her family or guests to undertake, any hazardous act(s) or anything that will increase the Owner's insurance premiums on the Development Property.
- i. Use all facilities of the Development for their intended purposes including but not limited to, using parking facilities only for parking of vehicles and not for their repair or maintenance or storage.
- j. Provide for the proper supervision of Resident's children and guests.
- k. Notify Owner of any mechanical systems, appliances, fixtures, doors, windows, or security devices that are broken or not in good working order.
- l. Upon 24-hour notice, allow owner, U. S. Department of Housing & Urban Development (HUD), IHDA or County to inspect Unit to determine if it meets federal, State and County standards, throughout the affordability period, and as applicable thereafter.

**16. Additional Owner Obligations.** Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional cost to Resident.

- a. Maintaining an exterminating service for the Unit and the Unit's Building that shall include the control of vermin and the elimination of rodents from Units and common areas.
- b. Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the building and leading from common areas to the outside.
- c. Maintain the Unit and Development Property in a decent, safe, and sanitary condition in accordance with the standards established by IHDA and the applicable local codes, including in accordance with DuPage County property standards. Conduct comprehensive Decent, Safe, and Sanitary Inspections annually.
- d. Installing and maintaining adequate illumination in the common areas of the Development Property.

- e. Arrange for collection and removal of trash and garbage.
- f. Maintain all equipment and appliances in good working order.
- g. Make necessary repairs with reasonable promptness.

- 17. Resident's Possessions.** Owner is not an insurer of Resident's person or possessions. Resident agrees that all the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance, as Resident deems necessary, therefore. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees, the Owner, or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.
- 18. Keys and Locks.** The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When this Lease ends, the Resident agrees to return all keys to the Unit to the Owner. The Owner may charge the Resident \$25.00 for each key not returned.
- 19. Rules and Regulations.** The rules and regulations given by Owner to Resident on or before the date of preparation of this Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and any future rules and regulations, as may reasonably be required by Owner for the necessary, proper, and orderly care of the Unit, Building and Development Property. Owner shall publish and send to each Resident, at least thirty-days (30) before said rules and regulations are effective, a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident against all Residents in the Building and on the Development Property. Any and all attachments to this lease, other than standard IHDA riders, have not been prepared or approved, either as to form or content, by the IHDA and the Authority assumes no responsibility for its content.
- 20. Access by Owner.** Owner shall retain duplicate keys to the Unit and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's unit for inspection or to make necessary repairs or alterations either in the Unit or in the building after giving Resident twenty-four (24) hours written notice. If Resident has not renewed the Lease or has given Owner notice of her/his intent not to renew the Lease, Owner shall have the right, during the last thirty (30) days of the term of the Lease, to show the Unit to prospective residents during the hours of 9:00 A.M. to 7:00 P.M.
- 21. Subordination.** This Lease is subject to all present or future mortgages or deeds of trust affecting the Unit and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgages or deeds of trust affecting the Unit.
- 22. Condemnation.** In the event the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Illinois (the "State") or any other governmental agency or authority, this Lease

shall be terminated at the option of Owner thirty (30) days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.

- 23. Fires and Casualty.** If the Unit becomes uninhabitable by reason of fire, explosion or other casualty, Resident or Owner may at her/his option terminate this Lease 24 hours after written notice to the other party and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of her/his obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become uninhabitable. In the event the Lease is not terminated, rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.
- 24. Surrender of Unit.** Upon termination of this Lease, Resident shall return the keys and quit and surrender the Unit, in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear accepted. If the Unit is not so surrendered, Resident shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.
- 25. Holdover Residents.** If Resident fails to surrender possession of the Unit upon termination of this Lease, Resident shall be deemed a "holdover" and for each day Resident continues to occupy the Unit after termination Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by thirty (30). The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this Lease or of any right of re-entry.
- 26. Abandonment.** If Resident shall abandon the Unit, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, re-let for such rent and upon such terms, as Owner may deem reasonable. The Resident shall be and remain liable for any deficiency in rent, any expenses incident to such re-letting, as well as any damages that Owner may have sustained by virtue of Resident's use and occupancy of the Unit. For the purpose of this paragraph, a Unit is abandoned when rent has not been paid for at least thirty (30) days after time due and there are not or have not been any visible signs of Resident's occupancy during this period.
- 27. Action by Owner upon Default – Right of Re-Entry.** Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit, Building or Development Property, Owner shall have the right and option, after providing notice to Resident as provided by law, to terminate the tenancy and re-enter and take possession of the Unit as provided by law.
- 28. Remedies of Owner upon Termination.** In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:

  - a. Resident shall pay Owner any rent then due, together with all expenses incurred in

the removal of the property and effects of Resident or other occupants from the Unit.

- b. Owner may re-let the Unit for such rent and upon such terms as Owner may deem reasonable, Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in re-letting the Unit.
- c. Owner shall in no event be liable to Resident for failure to re-let the Unit or, in the event that the Unit is re-let, for failure to collect the rent due under such re-letting. Any such failure to collect the rent due under such re-letting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to re-let the Unit and collect the rent due under such re-letting.
- d. Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.

**29. Opportunity to Cure.** Anything to the contrary herein notwithstanding, if Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises unless Resident has been given a written notice permitting Resident to cure the default within ten (10) days (except five (5) days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident as a result of Resident's vacating the Unit.

**30. No General Waiver, No Election of Remedies.** No waiver of any breach of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

**31. Lead-Based Paint.** If the Unit was constructed prior to 1978, Owner is required to provide Resident with the notice required by The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R., part 35; The Residential Lead-Based Paint Hazard Reduction Act of 1992 and its regulations; and any other applicable laws and regulations pertaining to lead-based paint poisoning. The notice is to be given to Resident prior to the signing of the Lease. The notice is to include a statement that the Building may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based paint poisoning and the precautions to be taken to avoid lead-based paint poisoning.

**32. Lease Binding on Heirs, Successors.** To the extent permitted by law, this Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.

**33. Plurals.** The words "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in case more than one person constitutes either party to this Lease.

**34. Notices.** All notices shall be either delivered in person to a person over the age of twelve years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by



Resident and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the Unit or a more current address. Notices mailed are deemed received two (2) days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.

- 35. IHDA and County Consent.** The printed terms of this form of lease may not be altered without the prior written consent of IHDA and the County.
- 36. Partial Invalidity.** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining portions thereof.
- 37. Compliance with Federal, State, and Local law.** This Lease shall be governed by the laws of the State and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government, the State, and the municipality having jurisdiction over the Development.
- 38. Discrimination.** Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State law. For Owner's of developments in the City of Chicago shall not discriminate on additional protected classes of parental status, sexual orientation and lawful sources of income. For Owner's of developments in the County of Cook shall not discriminate on an additional protected class of housing status.
- 39. Pets.** Resident is not allowed to keep a pet in the Unit or on the Development Property unless the rules or regulations of the Owner permit pets, or if Resident is permitted to keep a pet in the Unit pursuant to applicable laws. In the event Resident is permitted to keep a pet, and does so elect, Resident shall immediately notify Owner in writing as to the type of pet being kept by Resident. The Resident shall not allow the pet to injure or disturb other persons in the building or on the Development Property, and Resident shall take all steps reasonably necessary to prevent the pet from causing any damage to the Unit or other Development Property.

The Owner has the right to establish rules and regulations governing the keeping of pets and shall promptly advise Resident of such rules and regulations. Resident agrees to act in compliance with the rules and regulations of Owner pertaining to the keeping of pets. The Owner may require the Resident to pay an additional sum, to be included in Resident's security deposit, which is reasonable in relation to the potential damage that may be caused by the pet. Resident shall promptly pay the additional sum upon written notice from Owner. In no event shall the additional amount to be deposited as part of the security deposit due to the keeping of a pet exceed \$300.00.

- 40. Attorney Fees.** In the event either party to this Lease initiates litigation in order to enforce the terms of this Lease, the successful party shall be entitled to collect from the other party its reasonable attorney's fees, court costs and other costs incurred by the successful party as a result of the litigation.
- 41. Termination of Tenancy.**
  - a. To terminate this Lease at the end of a lease term, the Resident must give the Owner thirty days (30) written notice before moving from the Unit.

- b. Any termination of this Lease by the Owner must be carried out in accordance with federal, State and local laws, and the terms of this Lease. The Owner may terminate this Lease only for:
  - i. The Resident's substantial breach of or material noncompliance with the terms of this Lease.
  - ii. The Resident's material failure to carry out obligations under any State or local Landlord Tenant and; or
  - iii. Other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this Lease. Terminations for "other good cause" may only be effective as of the end of any initial or successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease if such breach is not a substantial breach or a material non-compliance with the terms of this Lease; or is not a material failure to carry out obligations under any State or local Landlord-Tenant Act.
- c. If the Owner proposes to terminate this Lease, the Owner agrees to give the Resident thirty-day (30) written notice of the proposed termination. Notices of proposed termination must be given in accordance with any time frames set forth in any applicable federal, State and local laws. In the event of a conflict between the notice provisions of the Section 42 Rider and the HOME Investment Partnerships Program Lease Requirements Addendum, for residents living in the 30 designated HOME units, the HOME Investment Partnerships Program Requirements Addendum will control.
- d. A substantial breach of or material noncompliance with this Lease includes, but is not limited to nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within 30 days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated damage to the Unit or Development Property; creation of physical or other hazards; serious or repeated violations of the Lease that disrupt the livability of the Building, adversely affect the health or safety of any person or have an adverse financial impact upon the Building or Owner, interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident to timely supply all required information on income, family composition, and other eligibility factors of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and claim consent forms.

**42. Changes in Rental Agreement.** The Owner may, with the prior approval of IHDA and the County, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. The Owner must notify the Resident of any change and must offer the Resident a new Lease or an amendment to the existing Lease. The Resident must receive the notice at least sixty days (60) before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least thirty days (30) before the proposed change will go into effect. If the Resident does not accept the

changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.

- 43. Penalties for Submitting False Information.** If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may, with IHDA approval, require the Resident to pay the market rent for as long as the Resident remains in the Unit.
- 44. Contents of this Lease.** This Lease and its Attachments make up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.
- 45. Charges for Late Payments and Returned Checks.** If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the Owner may collect a fee of no more than \$25.00 per month as additional rent or such amount as established by local laws, if any, whichever is greater. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.
- 46. Owner/Resident Compliance.** Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations or directives issued by IHDA.
- 47. Owner's Authorized Agent.** A duly appointed management company or property manager may act in behalf of Owner in enforcing the terms of this Lease.
- 48. Definitions:**

UNIT: Shall mean the Unit to be occupied by Resident pursuant to this Lease.

BUILDING: Shall mean the Building that contains the Unit to be occupied by Resident pursuant to this Lease.

DEVELOPMENT PROPERTY: Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this Development.

DEVELOPMENT: Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property that pertain to the Unit to be occupied by Resident and adjoining property which comprises the entire housing project owned by Owner.

RESIDENT: Shall mean the person or persons lawfully entitled to occupy the Unit under the terms of this Lease.

OWNER: Shall mean the owner of the real and personal property of the Development including the beneficiaries of any land trust holding legal title to the Development.

**OWNER:**

**BY:** \_\_\_\_\_  
**Property Manager for Addison Horizon**

**DATE:** \_\_\_\_\_

**RESIDENT:**

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Exhibit J  
HOME Unit Designations

All HOME units are floating.

<b>Bedroom Size</b>	<b># of HOME Units</b>	<b>High HOME or Low HOME</b>	<b>% MFI</b>	<b>PBVs (Yes or No)</b>
1 BR	6	Low HOME	50%	Yes
1 BR	22	High HOME	60% (initial then up to 80%)	No
2 BR	2	High HOME	60% (initial then up to 80%)	No



## HS Resolution

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

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**File #:** HS-R-0014-24

**Agenda Date:** 6/4/2024

**Agenda #:** 7.B.

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**CORRECTION OF A SCRIVENER'S ERROR  
IN EMERGENCY SOLUTIONS GRANT AGREEMENT BETWEEN  
THE COUNTY OF DUPAGE AND DUPAGE PADS, INC.  
ES23-04**

WHEREAS, DuPage PADS Inc., made an application to the County of DuPage (COUNTY) for a portion of COUNTY'S Emergency Solutions Grant (ESG) funds; and

WHEREAS, DuPage Pads Inc., an Illinois Not-for-Profit Corporation (SUBRECIPIENT) entered into an AGREEMENT on 07/14/2023 with the County of DuPage, Illinois (COUNTY) for a project known as ES23-04 which granted funding in the amount of \$103,404.00, said project having been approved on February 14, 2023 as part of the 2023 Action Plan under Resolution # HS-R-0040-23, governing the distribution and use of said grant funds; and

WHEREAS, there was a scrivener's error, on page one, paragraph one of the AGREEMENT, which references an incorrect SUBRECIPIENT and requires the addition of a principal place of business address.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board to approve the correction on page one, paragraph one to replace "CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC." with "DUPAGE PADS, INC." and replace "ADDRESS" with "601 W. Liberty Drive, Wheaton, IL 60187"; and

BE IT FURTHER RESOLVED, that the County Clerk transmit a certified copy of this Resolution to April Redzik, President and Chief Executive Officer of DuPage Pads, Inc., at 601 W. Liberty Drive, Wheaton, IL 60187.

Enacted and approved this 11<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

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Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0021-24

**Agenda Date:** 6/4/2024

**Agenda #:** 15.C.

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AWARDING RESOLUTION  
ISSUED TO PROFESSIONAL MEDICAL & SURGICAL SUPPLY, INC.  
TO FURNISH AND DELIVER OSTOMY, TRACHEOSTOMY, UROLOGICAL AND ENTERAL SUPPLIES  
AND SERVICES (MED B) AND ENTERAL FEEDING FORMULAS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT AMOUNT \$58,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order to furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the period July 30, 2024 through July 29, 2025, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract for the issuance of a contract purchase order to furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the period July 30, 2024 through July 29, 2025, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Professional Medical & Surgical Supply, Inc., 1917 Garnet Court, New Lenox, Illinois 60451, for a total contract amount of \$58,000.00; per renewal under bid #22-040-DCC, second of three one-year optional renewals.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1617	RFP, BID, QUOTE OR RENEWAL #: 22-040-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$85,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$287,000.00
	CURRENT TERM TOTAL COST: \$58,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Professional Medical & Surgical Supply, Inc.	VENDOR #: 11409	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida/Mario Plata
VENDOR CONTACT: Alan Ferry, Jr.	VENDOR CONTACT PHONE: 800-648-5190	DEPT CONTACT PHONE #: 630-784-4250/630-784-4416	DEPT CONTACT EMAIL: annabel.leonida@dupagecounty.gov/mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: alanf@promedsupply.com	VENDOR WEBSITE:	DEPT REQ #: 7451	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). To furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2024 through July 29, 2025, for a total contract not to exceed \$58,000.00, under bid renewal #22-040-DCC, second of three one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DPCC currently does not have the resources to bill Medicare Part B for these products. Allowing a company to bill Medicare is a cost-effective way of providing these products. DPCC is regulated by the IL Department of Public Health which mandates & monitors our ongoing compliance with all applicable State & Federal regulations that govern our practices, policies & procedures which in turn drive our deliver system. Adherence to physician prescribed orders for tube feeding & enteral daily supplements is necessary to provide an appropriate level of care to the residents, as well as maintaining compliances.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Professional Medical & Surgical Supply, Inc.	Vendor#: 11409	Dept: DuPage Care Center	Division: Nursing & Dining Services
Attn: Alan Ferry	Email: alanf@promedsupply.com	Attn: Annabel Leonida & Mario Plata	Email: annabel.leonida@dupagecounty.gov & Mario.plata@dupagecounty.gov
Address: 1917 Garnet Court	City: New Lenox	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 800-648-5190	Fax: 866-726-7416	Phone: 630-784-4250/630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Professional Medical & Surgical Supply, Inc.	Vendor#: 11409	Dept: DuPage Care Center	Division: Nursing & Dining Services
Attn: Alan Ferry	Email: alanf@promedsupply.com	Attn: Annabel Leonida & Mario Plata	Email: annabel.leonida@dupagecounty.gov & Mario.plata@dupagecounty.gov
Address: 1917 Garnet Court	City: New Lenox	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 800-648-5190	Fax: 866-726-7416	Phone: 630-784-4250/630-784-4416	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 30, 2024	Contract End Date (PO25): July 29, 2025
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		Ostomy, Tracheostomy, Urological & Enteral supplies & services (Med B) & Enteral feeding formulas	FY24	1200	2050	52320		10,000.00	10,000.00
2	1	EA		Enteral Formulas	FY24	1200	2025	52210		9,400.00	9,400.00
3	1	EA		Ostomy, Tracheostomy, Urological & Enteral supplies & services (Med B) & Enteral feeding formulas	FY25	1200	2050	52320		20,000.00	20,000.00
4	1	EA		Enteral Formulas	FY25	1200	2025	52210		18,600.00	18,600.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 58,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2024 through July 29, 2025, for a total contract not to exceed \$58,000.00, under bid renewal #22-040-DCC, 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. June 4, 2024 Human Services      June 11, 2024 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**

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Professional Medical & Supply, Inc. located at 1917 Garnet Court, New Lenox, IL 60451, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-040-DCC which became effective on 7/30/2022 and which will expire 7/29/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 7/29/2025.

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**

Signature on File

\_\_\_\_\_  
SIGNATURE *u u*

\_\_\_\_\_  
SIGNATURE

Alan Ferry Jr.  
PRINTED NAME

Henry Kocker  
PRINTED NAME

COO  
PRINTED TITLE

Buyer I  
PRINTED TITLE

5-1-2024  
DATE

\_\_\_\_\_  
DATE



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES AND SERVICES  
 (MED B) & ENTERAL FEEDING FORMULAS 22-040-DCC  
 BID TABULATION

NO.	ITEM	UOM	QTY	PROFESSIONAL MEDICAL & SURGICAL SUPPLY, INC.		DV JAHN, INC.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>CATEGORY 1 - ENTERAL SUPPLIES</b>							
1	Adapter for Spike Set 774655	EA	180	\$ 1.50	\$ 270.00	\$ 1.32	\$ 237.60
2	Feeding Bag Container E-Pump 30/cs	CS	2	\$ 102.95	\$ 205.90	\$ 160.00	\$ 320.00
3	Feeding Bag Container E-Pump	EA	91	\$ 3.43	\$ 312.13	\$ 3.50	\$ 318.50
4	G-Tube 14FR w/5cc Balloon	EA	26	\$ 22.50	\$ 585.00	\$ 38.00	\$ 988.00
5	G-Tube 16FR w/15cc Balloon	EA	3	\$ 22.50	\$ 67.50	\$ 38.00	\$ 114.00
6	G-Tube 18FR w/15cc Balloon	EA	4	\$ 22.50	\$ 90.00	\$ 38.00	\$ 152.00
7	G-Tube 22FR w/15cc Balloon	EA	4	\$ 22.50	\$ 90.00	\$ 38.00	\$ 152.00
8	Kangaroo Safety Screw Pouch	BX	3	\$ 85.00	\$ 255.00	\$ 160.00	\$ 480.00
9	Spike Set for E-Pump	EA	2,195	\$ 2.83	\$ 6,211.85	\$ 5.60	\$ 12,292.00
10	Spike Set for E-Pump	EA	750	\$ 2.83	\$ 2,122.50	\$ 3.14	\$ 2,355.00
11	Syringe, 60cc Catheter Tip Piston	EA	4,310	\$ 0.75	\$ 3,232.50	\$ 1.00	\$ 4,310.00
12	Tube Anchor Device	EA	7	\$ 7.50	\$ 52.50	\$ 8.69	\$ 60.83
<b>CATEGORY 2 - OSTOMY SUPPLIES</b>							
13	Adapt Barrier Rings 13/16" 20mm 10/box	BX	2	\$ 42.50	\$ 85.00	\$ 54.20	\$ 108.40
14	Coloplast barrier 2 1/4 flg c/f xw	EA	2	\$ 8.50	\$ 17.00	\$ 46.50	\$ 93.00
15	Convatec barrier	EA	1	\$ 6.50	\$ 6.50	\$ 23.35	\$ 23.35
16	Convatec barrier	EA	1	\$ 10.00	\$ 10.00	\$ 14.46	\$ 14.46
17	Convatec pouch	EA	2	\$ 4.00	\$ 8.00	\$ 7.39	\$ 14.78
18	Convatec pouch	EA	1	\$ 10.00	\$ 10.00	\$ 14.15	\$ 14.15
19	Eakin Cohesive Seal Small 2" each	EA	302	\$ 6.50	\$ 1,963.00	\$ 6.00	\$ 1,812.00
20	Hollister drain/tube attachment device	EA	1	\$ 7.50	\$ 7.50	\$ 16.36	\$ 16.36
21	Hollister pouch	EA	1	\$ 6.25	\$ 6.25	\$ 15.40	\$ 15.40
22	Hollister pouch	EA	2	\$ 3.50	\$ 7.00	\$ 6.02	\$ 12.04
23	Hollister pouch	EA	1	\$ 7.50	\$ 7.50	\$ 8.47	\$ 8.47
24	Ostomy pouch, 1-1/2" 1 pc closed w/filter	EA	3	\$ 4.13	\$ 12.39	\$ 65.34	\$ 196.02
25	Ostomy clamp-repl	EA	5	\$ 1.75	\$ 8.75	\$ 4.00	\$ 20.00
26	Paste skin barrier tube	EA	4	\$ 8.00	\$ 32.00	\$ 9.00	\$ 36.00
27	Pouch 1" Urostomy Convex Barrier	EA	1	\$ 8.00	\$ 8.00	\$ 45.53	\$ 45.53
28	Pouch, 2-1/4" drainable 10/bx	BX	1	\$ 4.00	\$ 4.00	\$ 41.84	\$ 41.84
29	Pouch, 2-3/4" drainable with filter	EA	3	\$ 2.88	\$ 8.64	\$ 47.00	\$ 141.00
30	Pouch, 2-3/4" closed end with filter	EA	20	\$ 2.50	\$ 50.00	\$ 56.14	\$ 1,122.80
31	Pouch, 2-3/4" surfit natura 60/bx	BX	2	\$ 260.00	\$ 520.00	\$ 277.00	\$ 554.00
32	Pouch, 2-3/4" urostomy w/accuseal tap with valve	EA	17	\$ 3.75	\$ 63.75	\$ 39.62	\$ 673.54
33	Pouch, 2-3/8" Esteem Synergy 60/box	BX	1	\$ 99.00	\$ 99.00	\$ 104.00	\$ 104.00
34	Pouch, drainable 3/4" - 2-1/4" box of 10	BX	46	\$ 49.50	\$ 2,277.00	\$ 44.00	\$ 2,024.00
35	Pouch, drainable 7/8 w/convex barrier	EA	3	\$ 8.50	\$ 25.50	\$ 45.00	\$ 135.00
36	Pouch, drainable mini pouch, ex wear cut to fit	EA	2	\$ 6.00	\$ 12.00	\$ 85.00	\$ 170.00
37	Pouch, 2 3/4" drainable new image 2 pc beige 10/bx	BX	2	\$ 35.00	\$ 70.00	\$ 37.00	\$ 74.00
38	Powder, Stomahesive protective powder 1oz bottle	EA	1	\$ 7.25	\$ 7.25	\$ 20.66	\$ 20.66
39	Wafer 2-3/4" FlexWEar	EA	47	\$ 5.00	\$ 235.00	\$ 26.93	\$ 1,265.71
40	Wafer 2-3/4" Stomahesive skin barrier	EA	15	\$ 6.00	\$ 90.00	\$ 95.79	\$ 1,436.85
41	Wafer, 2-1/4" Durahesive Flexible Skin Barrier	EA	3	\$ 6.25	\$ 18.75	\$ 68.00	\$ 204.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
42	Wafer 2-3/4" Durahesive Flexible Skin Barrier	EA	2	\$ 7.65	\$ 15.30	\$ 82.00	\$ 164.00
43	Wafer 2-3/4" Stomahesive skin barrier	EA	6	\$ 4.98	\$ 29.88	\$ 5.00	\$ 30.00
44	Wafer 2-3/8" Esteem synergy 10/bx	BX	1	\$ 47.50	\$ 47.50	\$ 95.00	\$ 95.00
45	Wafer Esteem 1pc-Stomahesive 3/8" - 4"	EA	15	\$ 4.60	\$ 69.00	\$ 10.00	\$ 150.00
46	Wound Fistula Pouch 4" x 3" 5/pkg	EA	3	\$ 18.50	\$ 55.50	\$ 20.00	\$ 60.00
<b>CATEGORY 3 - TACHEOSTOMY SUPPLIES</b>							
47	Convatec esteem synergy	EA	1	\$ 2.00	\$ 2.00	\$ 5.00	\$ 5.00
48	Shiley 15mm cap	EA	2	\$ 6.50	\$ 13.00	\$ 13.55	\$ 27.10
49	Trach Clean & Care Tray-AirLife	EA	2,840	\$ 2.25	\$ 6,390.00	\$ 2.90	\$ 8,236.00
50	Trach tube cuff 4DCT	EA	5	\$ 19.50	\$ 97.50	\$ 15.00	\$ 75.00
51	Trach tube Shiley 4DCFS	EA	5	\$ 52.00	\$ 260.00	\$ 70.00	\$ 350.00
52	Trach tube Shiley 4 CFN	EA	15	\$ 52.00	\$ 780.00	\$ 65.00	\$ 975.00
53	Trach tube Shiley 6 CFN	EA	2	\$ 52.00	\$ 104.00	\$ 60.00	\$ 120.00
54	Trach tube size 6	EA	5	\$ 52.00	\$ 260.00	\$ 27.70	\$ 138.50
55	Trach tube size 7	EA	1	\$ 52.00	\$ 52.00	\$ 35.09	\$ 35.09
56	Trach/laryn tube 8 non-cuffed	EA	4	\$ 69.50	\$ 278.00	\$ 75.00	\$ 300.00
57	Trach/laryn tube non-cuffed	EA	13	\$ 52.00	\$ 676.00	\$ 85.00	\$ 1,105.00
58	Trach/laryn tube non-cuffed	EA	11	\$ 52.00	\$ 572.00	\$ 60.95	\$ 670.45
59	Tracheostomy disposable inner cannula	EA	10	\$ 37.50	\$ 375.00	\$ 46.58	\$ 465.80
<b>CATEGORY 4 - UROLOGICAL SUPPLIES</b>							
60	Cath Silicone 16fr. 5cc Closed System Tray	EA	21	\$ 5.40	\$ 113.40	\$ 6.55	\$ 137.55
61	Catheter Foley 16 Fr 10cc Latex Free	EA	41	\$ 3.00	\$ 123.00	\$ 14.75	\$ 604.75
62	Catheter Foley 18 Fr 30cc Latex Free	EA	9	\$ 3.00	\$ 27.00	\$ 7.00	\$ 63.00
63	Catheter, External Self Adhering LF 25mm Small	EA	120	\$ 1.50	\$ 180.00	\$ 2.00	\$ 240.00
64	Catheter-Coude Tip-Latex Free Urethral 16 Fr.	EA	30	\$ 2.25	\$ 67.50	\$ 2.53	\$ 75.90
65	Catheter-Coude Tip-Latex Urethral 16 Fr.	EA	39	\$ 6.25	\$ 243.75	\$ 6.88	\$ 268.32
66	Catheter-Foley 14fr 30cc	EA	10	\$ 1.50	\$ 15.00	\$ 2.85	\$ 28.50
67	Catheter-Foley 14fr 5cc	EA	18	\$ 1.50	\$ 27.00	\$ 3.00	\$ 54.00
68	Catheter-Foley 16fr 30cc	EA	3	\$ 1.50	\$ 4.50	\$ 3.00	\$ 9.00
69	Catheter-Foley 16 fr 5cc	EA	192	\$ 1.50	\$ 288.00	\$ 2.50	\$ 480.00
70	Catheter-Foley 18fr 30cc	EA	15	\$ 1.50	\$ 22.50	\$ 3.00	\$ 45.00
71	Catheter-Foley 18fr 5cc	EA	91	\$ 1.50	\$ 136.50	\$ 2.00	\$ 182.00
72	Catheter-Foley 20fr 30cc	EA	60	\$ 1.50	\$ 90.00	\$ 1.80	\$ 108.00
73	Catheter-Foley 20fr 5cc	EA	57	\$ 1.50	\$ 85.50	\$ 1.80	\$ 102.60
74	Catheter-Foley 22fr 30cc	EA	71	\$ 1.50	\$ 106.50	\$ 1.80	\$ 127.80
75	Catheter-Foley 22fr 5cc	EA	68	\$ 1.50	\$ 102.00	\$ 1.80	\$ 122.40
76	Catheter-Foley 24fr 30cc	EA	14	\$ 1.50	\$ 21.00	\$ 4.88	\$ 68.32
77	Catheter-Foley 24fr 5cc	EA	48	\$ 1.50	\$ 72.00	\$ 3.00	\$ 144.00
78	Catheter-Foley 26fr 30cc	EA	6	\$ 1.50	\$ 9.00	\$ 4.88	\$ 29.28
79	Catheter-Foley 26fr 5cc	EA	7	\$ 1.50	\$ 10.50	\$ 4.88	\$ 34.16
80	Catheter-Foley 28fr 30cc	EA	8	\$ 1.50	\$ 12.00	\$ 4.88	\$ 39.04
81	Catheter-Foley 18fr 5cc latex free	EA	10	\$ 3.00	\$ 30.00	\$ 20.24	\$ 202.40
82	Cath-Straight Tip-14fr. 16" Intm Silicone	EA	540	\$ 1.00	\$ 540.00	\$ 1.00	\$ 540.00
83	Coude tip urinary catheter 14fr	EA	5	\$ 1.25	\$ 6.25	\$ 6.99	\$ 34.95
84	Coude tip urinary catheter 16fr	EA	35	\$ 1.25	\$ 43.75	\$ 8.03	\$ 281.05
85	Coude tip urinary catheter 18fr	EA	26	\$ 1.25	\$ 32.50	\$ 6.00	\$ 156.00
86	External Male Freedom Cath-Large	EA	517	\$ 1.75	\$ 904.75	\$ 1.80	\$ 930.60
87	External Male Freedom Cath-Med	EA	30	\$ 1.75	\$ 52.50	\$ 1.80	\$ 54.00
88	External Male Freedom Cath-Medium	EA	537	\$ 1.75	\$ 939.75	\$ 1.80	\$ 966.60
89	External Male Freedom Cath-Small	EA	813	\$ 1.75	\$ 1,422.75	\$ 1.80	\$ 1,463.40
90	External Male Freedom Cath-Sml	EA	335	\$ 1.75	\$ 586.25	\$ 4.80	\$ 1,608.00
91	Foley Insertion Tray	EA	880	\$ 2.50	\$ 2,200.00	\$ 3.00	\$ 2,640.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
92	Tru Close Gravity Drainage Bag 600ml	EA	4	\$ 35.00	\$ 140.00	\$ 34.89	\$ 139.56
93	Urinary 18" Extension Drain Tubing	EA	11	\$ 1.50	\$ 16.50	\$ 2.55	\$ 28.05
94	Urinary cath leg strap-Posey	EA	158	\$ 2.95	\$ 466.10	\$ 7.00	\$ 1,106.00
95	Urinary cath-secure anchor device	BX	10	\$ 3.00	\$ 30.00	\$ 9.63	\$ 96.30
96	Urinary Drain Bag Antirflx 2000ml	EA	1,528	\$ 3.00	\$ 4,584.00	\$ 3.76	\$ 5,745.28
97	Urinary Leg Bag 600ml	EA	15	\$ 1.25	\$ 18.75	\$ 3.00	\$ 45.00
98	Urinary Leg or Abdomen bag 1000ml	EA	4	\$ 2.00	\$ 8.00	\$ 19.00	\$ 76.00

**CATEGORY 5 - ENTERAL FEEDING FORMULAS**

99	Ensure Clear Apple Drink 24/8 ounce	CS	48	\$ 28.91	\$ 1,387.68	\$ 50.00	\$ 2,400.00
100	Ensure Clear Mixed Berry Drink 24/8 ounce	CS	48	\$ 28.91	\$ 1,387.68	\$ 50.00	\$ 2,400.00
101	Glucerna 1.0 packed 24/250ml cans	CS	250	\$ 40.43	\$ 10,107.50	\$ 55.00	\$ 13,750.00
102	Glucerna 1.0 packed 8/1000ml RTH bottles	CS	51	\$ 65.72	\$ 3,351.72	\$ 69.17	\$ 3,527.67
103	Glucerna 1.2 packed 8/1000ml RTH bottles	CS	10	\$ 83.07	\$ 830.70	\$ 95.00	\$ 950.00
104	Glucerna 1.5 packed 8/1000ml RTH bottles	CS	10	\$ 105.00	\$ 1,050.00	\$ 106.00	\$ 1,060.00
105	Jevity 1.0 Cal packed 8/1000ml RTH bottles	CS	52	\$ 41.44	\$ 2,154.88	\$ 55.00	\$ 2,860.00
106	Jevity 1.2 Cal packed 8/1000ml RTH bottles	CS	135	\$ 48.85	\$ 6,594.75	\$ 70.00	\$ 9,450.00
107	Jevity 1.5 Cal packed 8/1000ml RTH bottles	CS	64	\$ 51.81	\$ 3,315.84	\$ 60.00	\$ 3,840.00
108	Nepro packed 24/250ml cans	CS	15	\$ 78.57	\$ 1,178.55	\$ 80.00	\$ 1,200.00
109	Promote packed 8/1000ml bottles	CS	5	\$ 42.61	\$ 213.05	\$ 39.76	\$ 198.80
110	Pulmocare packed 8/1000ml RTH bottles	CS	3	\$ 76.22	\$ 228.66	\$ 62.92	\$ 188.76
111	TwoCal HN packed 8/1000ml RTH bottles	CS	24	\$ 51.75	\$ 1,242.00	\$ 48.28	\$ 1,158.72
112	Osmolite 1.0 packed 8/1,000ml RTH bottles	CS	4	\$ 37.56	\$ 150.24	\$ 35.11	\$ 140.44
113	Osmolite 1.2 packed 8/1,000 ml RTH bottles	CS	4	\$ 44.32	\$ 177.28	\$ 41.00	\$ 164.00
114	Osmolite 1.5 packed 8/1,000 ml RTH bottles	CS	2	\$ 47.74	\$ 95.48	\$ 41.93	\$ 83.86

**CATEGORY 6 - PERCENT MARKUP ON COST**

NO.	ITEM	PERCENTAGE MARK-UP	PERCENTAGE MARK-UP
115	Enteral supplies	15	15
116	Ostomy Supplies	20	10
117	Tracheostomy Supplies	20	10
118	Urological Supplies	20	10
119	Enteral Feeding Formulas	12	15
<b>GRAND TOTAL</b>		<b>\$ 76,485.85</b>	<b>\$ 107,628.29</b>

**NOTES**

Corrections were made to correct mathematical errors in DV Jahn Inc.'s submissions for Item No.66, and for their Grand Total.

Bid Opening 06/15/22 @ 2:30 PM	DW, SJ
Invitations Sent	32
Total Vendors Requesting Documents	1
Total Bid Responses	2

## SECTION 7 - BID FORM PRICING

Any quantities shown are estimated only and are provided for bid canvassing purposes. The County has provided an Excel spreadsheet for convenience in completing Bid Form Pricing. Click on paperclip and return the document with your bid submittal.

NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
<b>CATEGORY 1 - ENTERAL SUPPLIES</b>							
1	Adapter for Spike Set 774655 <sup>150-12163246</sup>		ENT-CED-12163246	EA	180	\$ 1.50	\$ 270.00
2	Feeding Bag Container E-Pump 30/cs <sup>150-773656</sup>	Kendall	ENT-KEN-773656case	CS	2	\$ 102.95	\$ 205.90
3	Feeding Bag Container E-Pump <sup>150-773656ea</sup>	Kendall	ENT-KEN-773656ea	EA	91	\$ 3.43	\$ 312.13
* 4	G-Tube 14FR w/15cc Balloon <sup>500-6T14</sup>	Novartis Promed	ENT-NES-087414ea	EA	26	\$ 22.50	\$ 585.00
* 5	G-Tube 16FR w/15cc Balloon <sup>500-6T16</sup>	Novartis Promed	ENT-NES-087416ea	EA	3	\$ 22.50	\$ 67.50
* 6	G-Tube 18FR w/15cc Balloon <sup>500-6T18</sup>	Novartis Promed	ENT-NES-087418ea	EA	4	\$ 22.50	\$ 90.00
* 7	G-Tube 22FR w/15cc Balloon <sup>500-6T22</sup>	Novartis Promed	ENT-NES-087422ea	EA	4	\$ 22.50	\$ 90.00
8	Kangaroo Safety Screw Pouch <sup>150-775659</sup>	Promed	775659	BX	3	\$ 85.00	\$ 255.00
9	Spike Set for E-Pump <sup>150-775659-EA*</sup>	Kendall	ENT-KEN-774655ea	EA	2,195	\$ 2.83	\$ 6,211.85
10	Spike Set for E-Pump <sup>150-775659-EA</sup>	Kendall	ENT-KEN-775659ea	EA	750	\$ 2.83	\$ 2,122.50
11	Syringe, 60cc Catheter Tip Piston <sup>500-6060</sup>	Promed	ENT-PRO-PC700ea	EA	4,310	\$ 0.75	\$ 3,232.50
12	Tube Anchor Device <sup>HOL 9780-EA</sup>	Hollister	ENT-HOL-9780ea	EA	7	\$ 7.50	\$ 52.50
<b>CATEGORY 2 - OSTOMY SUPPLIES</b>							
13	Adapt Barrier Rings 13/16" 20mm 10/box <sup>HOL 7805</sup>	Hollister	OST-HOL-7805box	BX	2	\$ 42.50	\$ 85.00
14	Coloplast barrier 2 1/4 flg c/f xw <sup>HOL 14603</sup>	Hollister	14603	EA	2	\$ 8.50	\$ 17.00
15	Convatec barrier <sup>CVT 4131-61</sup>	Convatec	413161	EA	1	\$ 6.50	\$ 6.50
16	Convatec barrier <sup>CVT 1252-59</sup>	Convatec	125259	EA	1	\$ 10.00	\$ 10.00
17	Convatec pouch <sup>CVT 4019-34</sup>	Convatec	401934	EA	2	\$ 4.00	\$ 8.00
18	Convatec pouch <sup>CVT 1252-61</sup>	Convatec	125261	EA	1	\$ 10.00	\$ 10.00
19	Eakin Cohesive Seal Small 2" each <sup>CVT 8390-02</sup>	Convatec	OST-CON-839002ea	EA	302	\$ 6.50	\$ 1,963.00
20	Hollister drain/tube attachment device <sup>HOL 9780</sup>	Hollister	9780	EA	1	\$ 7.50	\$ 7.50
21	Hollister pouch <sup>HOL 8450</sup>	Hollister	8450	EA	1	\$ 6.25	\$ 6.25
22	Hollister pouch <sup>HOL 18113</sup>	Hollister	18113	EA	2	\$ 3.50	\$ 7.00
23	Hollister pouch <sup>HOL 18013</sup>	Hollister	18013	EA	1	\$ 7.50	\$ 7.50

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NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
24	Ostomy pouch, 1-1/2" 1 pc closed w/filter CVT1757-71	Convatec	OST-CON-175771box	EA	3	\$ 4.13	\$ 12.39
25	Ostomy clamp-repl CVT1756-35	Convatec	OST-CON-175635ea	EA	5	\$ 1.75	\$ 8.75
26	Paste skin barrier tube CVT79300	Hollister	OST-HOL-79300ea	EA	4	\$ 8.00	\$ 32.00
27	Pouch 1" Urostomy Convex Barrier <sup>HOL-8484</sup>	Hollister	OST-HOL-8484box	EA	1	\$ 8.00	\$ 8.00
28	Pouch, 2-1/4" drainable 10/bx CVT4015-13	Convatec	OST-CON-401513box	BX	1	\$ 4.00	\$ 4.00
29	Pouch, 2-3/4" drainable with filter <sup>HOL3804</sup>	Hollister	OST-HOL-3804box	EA	3	\$ 2.88	\$ 8.44
30	Pouch, 2-3/4" closed end with filter CVT4015-28	Convatec	OST-CON-401528box	EA	20	\$ 2.50	\$ 50.00
31	Pouch, 2-3/4" surfit natura 60/bx CVT4131-76	Convatec	OST-CON-413176box	BX	2	\$ 260.00	\$ 520.00
32	Pouch, 2-3/4" urostomy w/accuseal tap with valve CVT4015-46	Convatec	OST-CON-401546box	EA	17	\$ 3.75	\$ 63.75
33	Pouch, 2-3/8" Esteem Synergy 60/bx <sup>CVT4092-84</sup>	Convatec	OST-CON-409284box	BX	1	\$ 99.00	\$ 99.00
34	Pouch, drainable 3/4" - 2-1/4" box of 10 CVT0227-71	Convatec	OST-CON-022771box	BX	46	\$ 49.50	\$ 2,277.00
35	Pouch, drainable 7/8 w/convex barrier <sup>HOL8511</sup>	Hollister	OST-HOL-8511box	EA	3	\$ 8.50	\$ 25.50
36	Pouch, drainable mini pouch, ex wear cut to fit <sup>HOL8631</sup>	Hollister	OST-HOL-8631box	EA	2	\$ 6.00	\$ 12.00
37	Pouch, 2 3/4" drainable new image 2 pc beige 10/bx HOL18104	Hollister	OST-HOL-18104box	BX	2	\$ 35.00	\$ 70.00
38	Powder, Stomahesive protective powder 1oz bottle CVT0255-10	Convatec	OST-CON-025510btl	EA	1	\$ 7.25	\$ 7.25
39	Wafer 2-3/4" FlexWEAR <sup>HOL3724</sup>	Hollister	OST-HOL-3724box	EA	47	\$ 5.00	\$ 235.00
40	Wafer 2-3/4" Stomahesive skin barrier <sup>CVT4015-77</sup>	Convatec	OST-CON-401577box	EA	15	\$ 6.00	\$ 90.00
41	Wafer, 2-1/4" Durahesive Flexible Skin Barrier CVT4118-04	Convatec	OST-CON-411804box	EA	3	\$ 6.25	\$ 18.75
42	Wafer 2-3/4" Durahesive Flexible Skin Barrier CVT4131-63	Convatec	OST-CON-413163box	EA	2	\$ 7.65	\$ 15.30
43	Wafer 2-3/4" Stomahesive skin barrier <sup>CVT1253-104</sup>	Convatec	OST-CON-125266box	EA	6	\$ 4.98	\$ 29.88
44	Wafer 2-3/8" Esteem synergy 10/bx <sup>CVT4054-58</sup>	Convatec	OST-CON-405458box	BX	1	\$ 47.50	\$ 47.50
45	Wafer Esteem 1pc-Stomahesive 3/8" - 4" CVT4169-08	Convatec	OST-CON-416908box	EA	15	\$ 4.60	\$ 69.00
46	Wound Fistula Pouch 4" x 3" 5/pkg CVT8392-28	Convatec	SUP-CON-839221pkg	EA	3	\$ 18.50	\$ 55.50
<b>CATEGORY 3 - TRACHEOSTOMY SUPPLIES</b>							
47	Convatec esteem synergy CVT4092-84	Convatec	409284	EA	1	\$ 2.00	\$ 2.00
48	Shiley 15mm cap 109-CAP	Shiley	109-CAP	EA	2	\$ 6.50	\$ 13.00

## THE COUNTY OF DUPAGE

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NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
49	Trach Clean & Care Tray-AirLife <sup>6000</sup> TST- <sub>3c</sub>	Promed	TRA-CRF-3T4691ea	EA	2,840	\$ 2.25	\$ 6,390.00
50	Trach tube cuff 4DCT 109-4DCT	Shiley	Shiley 4DCT	EA	5	\$ 19.50	\$ 97.50
51	Trach tube Shiley 4DCFS 109-44N65H	Shiley	TRA-SHI-4DCFSea	EA	5	\$ 52.00	\$ 260.00
52	Trach tube Shiley 4 CFN 109-4CFN	Shiley	TRA-SHI-4CFNea	EA	15	\$ 52.00	\$ 780.00
53	Trach tube Shiley 6 CFN 109-6CFN	Shiley	TRA-SHI-6CFNea	EA	2	\$ 52.00	\$ 104.00
54	Trach tube size 6 168-502060	Smiths	502060	EA	5	\$ 52.00	\$ 260.00
55	Trach tube size 7 168-503070	Smiths	503070	EA	1	\$ 52.00	\$ 52.00
56	Trach/laryn tube 8 non-cuffed 109-8UN8SR	Shiley	TRA-SHI-8CFSea	EA	4	\$ 69.50	\$ 278.00
57	Trach/laryn tube non-cuffed 109-4CF5	Shiley	TRA-SHI-4CFSea	EA	13	\$ 52.00	\$ 676.00
58	Trach/laryn tube non-cuffed 109-6CF5	Shiley	TRA-SHI-6CFSea	EA	11	\$ 52.00	\$ 572.00
59	Tracheostomy disposable inner cannula 109-4DIC	Shiley	TRA-SHI-4DICbx	EA	10	\$ 37.50	\$ 375.00

**CATEGORY 4 - UROLOGICAL SUPPLIES**

60	Cath Silicone 16fr. 5cc Closed System Tray BU802D16	Bardia	URO-BAR-802016ea	EA	21	\$ 5.40	\$ 113.40
61	Catheter Foley 16 Fr 10cc Latex Free 500-FC16055	Promed	URO-MDL-DYND11502ea	EA	41	\$ 3.00	\$ 123.00
62	Catheter Foley 18 Fr 30cc Latex Free 500-FC18305	Promed	URO-RUS-170630180ea	EA	9	\$ 3.00	\$ 27.00
63	Catheter, External Self Adhering LF 25mm Small 500-EC10	Promed	URO-RCH-33101ea	EA	120	\$ 1.50	\$ 180.00
64	Catheter-Coude Tip-Latex Free Urethral 16 Fr. 028-816	Mentor	URO-COL-816ea	EA	30	\$ 2.25	\$ 67.50
65	Catheter-Coude Tip-Latex Urethral 16 Fr. BU010116	Bardia	URO-BAR-010116ea	EA	39	\$ 6.25	\$ 243.75
* 66	Catheter-Foley 14fr 30cc 500-FC1430	Promed Kendall	URO-KEN-624149ea	EA	10	\$ 1.50	\$ 15.00
* 67	Catheter-Foley 14fr 5cc 500-FC1405	Promed Kendall	URO-KEN-3558ea	EA	18	\$ 1.50	\$ 27.00
* 68	Catheter-Foley 16fr 30cc 500-FC1630	Promed Kendall	URO-KEN-3601ea	EA	3	\$ 1.50	\$ 4.50
* 69	Catheter-Foley 16 fr 5cc 500-FC1605	Promed Kendall	URO-KEN-3560ea	EA	192	\$ 1.50	\$ 288.00
* 70	Catheter-Foley 18fr 30cc 500-FC1830	Promed Kendall	URO-KEN-3607ea	EA	15	\$ 1.50	\$ 22.50
* 71	Catheter-Foley 18fr 5cc 500-FC1805	Promed Kendall	URO-KEN-3563ea	EA	91	\$ 1.50	\$ 136.50
* 72	Catheter-Foley 20fr 30cc 500-FC2030	Promed Kendall	URO-KEN-3611ea	EA	60	\$ 1.50	\$ 90.00
* 73	Catheter-Foley 20fr 5cc 500-FC2005	Promed Kendall	URO-KEN-3565ea	EA	57	\$ 1.50	\$ 85.50
* 74	Catheter-Foley 22fr 30cc 500-FC2230	Promed Kendall	URO-KEN-3614ea	EA	71	\$ 1.50	\$ 106.50
* 75	Catheter-Foley 22fr 5cc 500-FC2205	Promed Kendall	URO-KEN-3567ea	EA	68	\$ 1.50	\$ 102.00

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NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
* 76	Catheter-Foley 24fr 30cc 500-FC2430	Promed Kendall	URO-KEN-3618ea	EA	14	\$ 1.50	\$ 21.00
* 77	Catheter-Foley 24fr 5cc 500-FC2405	Promed Kendall	URO-KEN-3570ea	EA	48	\$ 1.50	\$ 72.00
* 78	Catheter-Foley 26fr 30cc 500-FC2630	Promed Kendall	URO-KEN-3619ea	EA	6	\$ 1.50	\$ 9.00
* 79	Catheter-Foley 26fr 5cc 500-FC2605	Promed Kendall	URO-KEN-3573ea	EA	7	\$ 1.50	\$ 10.50
* 80	Catheter-Foley 28fr 30cc 500-FC2830	Promed Kendall	URO-KEN-3623ea	EA	8	\$ 1.50	\$ 12.00
81	Catheter-Foley 18fr 5cc latex free 500-FC1805S	Promed	URO-MDL-DYND11503ea	EA	10	\$ 3.00	\$ 30.00
82	Cath-Straight Tip-14fr. 16" Intm Silicone 500-UC14	Promed	URO-COL-414ea	EA	540	\$ 1.00	\$ 540.00
83	Coude tip urinary catheter 14fr 500-UC14C	Promed	URO-MDL-DYND11214ea	EA	5	\$ 1.25	\$ 6.25
84	Coude tip urinary catheter 16fr 500-UC16C	Promed	URO-MDL-DYND11216Hea	EA	35	\$ 1.25	\$ 43.75
85	Coude tip urinary catheter 18fr 500-UC18C	Promed	URO-MDL-DYND11218Hea	EA	26	\$ 1.25	\$ 32.50
86	External Male Freedom Cath-Large 028-8400	Promed	URO-COL-8400ea	EA	517	\$ 1.75	\$ 904.75
87	External Male Freedom Cath-Med 028-8205	Promed	URO-COL-8205ea	EA	30	\$ 1.75	\$ 52.50
88	External Male Freedom Cath-Medium 028-6200	Promed	URO-MEN-6200ea	EA	537	\$ 1.75	\$ 939.75
89	External Male Freedom Cath-Small 028-8200	Promed	URO-COL-8200ea	EA	813	\$ 1.75	\$ 1422.75
90	External Male Freedom Cath-Sml 028-8200*	Promed	URO-MEN-6130ea	EA	335	\$ 1.75	\$ 586.25
91	Foley Insertion Tray 500-CKIT	Promed	URO-AMS-AS890ea	EA	880	\$ 2.50	\$ 2200.00
92	Tru Close Gravity Drainage Bag 600ml 644-TC600	Promed	URO-URE-TC600Lea	EA	4	\$ 35.00	\$ 140.00
* 93	Urinary 18" Extension Drain Tubing 500-LBET-18	Kendall Promed	URO-KEN-731900ea	EA	11	\$ 1.50	\$ 16.50
* 94	Urinary cath leg strap-Posey 500-C100	Posey Promed	URO-POS-8143ea	EA	158	\$ 2.95	\$ 466.10
95	Urinary cath-secure anchor device MCI 54453	Promed	URO-MCI-5445-9ea	BX	10	\$ 3.00	\$ 30.00
96	Urinary Drain Bag Antirfix 2000ml 500-LBAG	Promed	URO-AMS-AS312ea	EA	1,528	\$ 3.00	\$ 4,584.00
97	Urinary Leg Bag 600ml 500-LB20	Promed	URO-AMS-AS306Nea	EA	15	\$ 1.25	\$ 18.75
98	Urinary Leg or Abdomen bag 1000ml 500-LB30	Promed	URO-MDI-87004ea	EA	4	\$ 2.00	\$ 8.00
<b>CATEGORY 5 - ENTERAL FEEDING FORMULAS</b>							
99	Ensure Clear Apple Drink 24/8 ounce	Abbott-Ross	154-64903	CS	48	\$ 28.91	\$ 1,387.68
100	Ensure Clear Mixed Berry Drink 24/8 ounce	Abbott-Ross	154-64900	CS	48	\$ 28.91	\$ 1,387.68
101	Glucerna 1.0 packed 24/250ml cans	Abbott-Ross	154-64913	CS	250	\$ 40.43	\$ 10,107.50

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NO	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
102	Glucerna 1.0 packed 8/1000ml RTH bottles	Abbott-Ross	154-62671	CS	51	\$ 65.72	\$ 3,351.72
103	Glucerna 1.2 packed 8/1000ml RTH bottles	Abbott-Ross	154-62677	CS	10	\$ 83.07	\$ 830.70
104	Glucerna 1.5 packed 8/1000ml RTH bottles	Abbott-Ross	154-62679	CS	10	\$ 105.00	\$ 1,050.00
105	Jevity 1.0 Cal packed 8/1000ml RTH bottles	Abbott-Ross	154-62685	CS	52	\$ 41.44	\$ 2,154.88
106	Jevity 1.2 Cal packed 8/1000ml RTH bottles	Abbott-Ross	154-62683	CS	135	\$ 48.85	\$ 6,594.75
107	Jevity 1.5 Cal packed 8/1000ml RTH bottles	Abbott-Ross	154-62681	CS	64	\$ 51.81	\$ 3,315.84
108	Nepro packed 24/250ml cans	Abbott-Ross	154-64803	CS	15	\$ 78.57	\$ 1,178.55
109	Promote packed 8/1000ml bottles	Abbott-Ross	154-62701	CS	5	\$ 42.61	\$ 213.05
110	Pulmocare packed 8/1000ml RTH bottles	Abbott-Ross	154-62725	CS	3	\$ 76.22	\$ 228.66
111	TwoCal HN packed 8/1000ml RTH bottles	Abbott-Ross	154-68048	CS	24	\$ 51.75	\$ 1,242.00
112	Osmolite 1.0 packed 8/1,000ml RTH bottles	Abbott-Ross	154-62691	CS	4	\$ 37.56	\$ 150.24
113	Osmolite 1.2 packed 8/1,000 ml RTH bottles	Abbott-Ross	154-62697	CS	4	\$ 44.32	\$ 177.28
114	Osmolite 1.5 packed 8/1,000 ml RTH bottles	Abbott-Ross	154-62699	CS	2	\$ 47.74	\$ 95.48

**CATEGORY 6 - PERCENT MARK-UP ON COST**

NO	ITEM	PERCENTAGE MARK-UP
115	Enteral supplies	15 %
116	Ostomy Supplies	20 %
117	Tracheostomy Supplies	20 %
118	Urological Supplies	20 %
119	Enteral Feeding Formulas	12 %

**GRAND TOTAL** \$ 76,485.85

**GRAND TOTAL (In words)** Seventy-Six thousand, Four hundred Eighty-five Dollars and Eighty-five 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.

Signature on File

X  
  
(Signature and Title)

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 14 day of June AD, 20 22

Signature on File

(Notary Public) My Commission Expires: 5-31-23



SEAL

**SECTION 9 - MANDATORY FORM  
OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES AND SERVICES (MED B) & ENTERAL FEEDING  
FORMULAS 22-040-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Professional Medical & Surgical Supply, Inc.		
Main Business Address	1917 Garnet Ct.		
City, State, Zip Code	New Lenox, IL 60451		
Telephone Number	800-648-5190	Email Address	alanf@promedsupply.com
Bid Contact Person	Alan Ferry		

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:

Terry Barnes \_\_\_\_\_ (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	Professional Medical Supply	NAME	Professional Medical Supply
CONTACT	Alan Ferry	CONTACT	Alan Ferry
ADDRESS	1917 Garnet Ct.	ADDRESS	1917 Garnet Ct.
CITY ST ZIP	New Lenox, IL 60451	CITY ST ZIP	New Lenox, IL 60451
TX	800-648-5190	TX	800-648-5190
FX	866-726-7414	FX	866-726-7414
EMAIL	alanf@promedsupply.com	EMAIL	alanf@promedsupply.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Care Center Attn: Connie Revita 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-2800		DuPage County Care Center Attn: Clementine Nelson, R.N., A.D.O.N. 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4251 EMAIL: clementine.nelson@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: 5-1-2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Professional Medical Supply, INC</b>	Company Contact: <b>alan Ferry Jr</b>
Contact Phone: <b>815-530-8987</b>	Contact Email: <b>ALANF@PROMEDSUPPLY.COM</b>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

I hereby acknowledge that I have received, have read, and understand these requirements.

*Signature on File*

Authorized Signature

Printed Name

Alan Ferry Jr

Title

COO

Date

5-1-2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)



## Budget Transfer

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

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**File #:** 24-1683

**Agenda Date:** 6/4/2024

**Agenda #:** 9.A.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

NEUTRAL SITE CUSTODY EXCHANGE  
 From: Company/Accounting Unit Name

From: 1400  
 Company #

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
5920	50040		PART TIME HELP	\$ 2,000.00	61,489.16	59,489.16	5/21/24	1400-9104
5920	53828		CONTINGENCIES	\$ 750.00	6,310.00	5,560.00	5/21/24	1400-9104
Total				\$ 2,750.00				

NEUTRAL SITE CUSTODY EXCHANGE  
 To: Company/Accounting Unit Name

To: 1400  
 Company #

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
5920	50010		OVERTIME	\$ 2,000.00	(1,906.81)	93.19	5/21/24	1400-9104
5920	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 750.00	(333.48)	416.52	5/21/24	1400-9104
Total				\$ 2,750.00				

Reason for Request:

5920-50010: There was a lengthy and unanticipated vacancy, which necessitated overtime. 5920-51040: There were \$0 budgeted in this line.

Signature on File

Department Head Signature  
 on File

Chief Financial Officer

5/21/24  
 Date  
5/22/24  
 Date

Activity \_\_\_\_\_  
 (optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

HS - 6/4/24  
 FIN/CB - 6/11/24