DU PAGE COUNTY
DU PAGE COUNTY BOARD
FINAL AGENDA

September 11, 2018       Regular Meeting       10:00 AM

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

Chairman
Daniel Cronin

District 1
Dino Gavanes
Donald Puchalski
Sam Tornatore

District 2
Elizabeth Chaplin
Peter DiCianni
Sean Noonan

District 3
Gary Grasso
Greg Hart
Brian Krajewski

District 4
Grant Eckhoff
Tim Elliott
Amy Grant

District 5
Janice Anderson
James Healy
Tonia Khouri

District 6
Robert Larsen
Kevin Wiley
James Zay

County Administrator - Thomas Cuculich
Deputy County Administrator - Sheryl Markay
1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
   A. Manny Mill - Koinonia House National Ministries, Wheaton

4. ROLL CALL

5. CHAIRMAN'S REPORT
   A. Anniversary Awards: Diane Blanden, 30 years and Maryann Kaysen, 30 years
   B. National Recovery Month

6. PUBLIC COMMENT

7. CONSENT ITEMS
   B. Minutes -- County Board Minutes - 8/14/18
   C. Payment of Claims -- 8/24/18 Paylist
   D. Payment of Claims -- 08/28/2018 Paylist
   E. Payment of Claims -- 8/31/18 Paylist
   F. Payment of Claims -- 9/4/18 Paylist
   G. Consent Item -- Consent Agenda 9-11-2018

8. COUNTY BOARD - ZAY
   Committee Update
   A. CB-R-0872-18 RESOLUTION -- Appointment of James V. Grobe to the West Chicago Fire Protection District
   B. CB-R-0875-18 RESOLUTION -- Resolution Regarding the Operation of the Sterigenics Willowbrook Facility

9. FINANCE - LARSEN
   Committee Update
A. FI-R-0394-18  RESOLUTION -- Acceptance and Appropriation of the DCHD-Illinois Public Health Emergency Preparedness Grant FY19 $350,000.00

B. FI-R-0395-18  RESOLUTION -- Acceptance And Appropriation of the HUD Homeless Management Information System Grant PY19 Agreement No. IL0306L5T141710, Company 5000 Accounting Unit 1480, $154,556

C. FI-R-0871-18  RESOLUTION -- Approving the Trustee-In Dissolution's Plan for Dissolution of the North Westmont Fire Protection District

D. FI-R-0873-18  RESOLUTION -- Budget Transfers 09-11-18 Budget Transfers Various Companies and Accounting Units

E. FI-R-0874-18  RESOLUTION -- Placing Names on Payroll

10. ANIMAL SERVICES - KRAJEWSKI

    Committee Update

A. Authorization for Overnight Travel -- Humane Initiatives and Special Projects Manager Travel to Best Friends Midwest Summit in Kalamazoo, MI from September 26, 2018 through September 28, 2018. Expenses to include lodging, mileage, parking, and per diem for the approximate total of $635.80. The registration cost is not included as the Best Friends Animal Society hand selected the leadership of Animal Services to receive a scholarship to attend resulting in a savings of $150.00 each ($450.00 total for three staff members to attend).

B. Authorization for Overnight Travel -- Operations Manager Travel to Best Friends Midwest Summit in Kalamazoo, MI from September 26, 2018 through September 28, 2018. Expenses to include lodging, mileage, parking, and per diem for the approximate total of $619.45. The registration cost is not included as the Best Friends Animal Society hand selected the leadership of Animal Services to receive a scholarship to attend resulting in a savings of $150.00 each ($450.00 total for three staff members to attend).

C. Authorization for Overnight Travel -- Administrator Veterinarian Travel to Best Friends Midwest Summit in Kalamazoo, MI from September 26, 2018 through September 28, 2018. Expenses to include lodging, mileage, parking, and per diem for the approximate total of $608.55. The registration cost is not included as the Best Friends Animal Society hand selected the leadership of Animal Services to receive a scholarship to attend resulting in a savings of $150.00 each ($450.00 total for three staff members to attend).

11. ENVIRONMENTAL - GRANT

    Committee Update
A. Authorization for Overnight Travel -- Environmental Specialist - Starved Rock, Illinois Building & Zoning’s Environmental Specialist to attend the Annual Illinois Counties Solid Waste Management Association Conference which supports professional development and includes training and education from the Illinois Environmental Protection Agency for Solid Waste enforcement program in Starved Rock, Illinois from November 1, 2018 through November 2, 2018. Expenses to include registration, transportation, lodging, and mileage for an approximate total of $285. The program partially funded by the Illinois EPA.

B. Authorization for Overnight Travel -- Environmental Coordinator - Starved Rock, Illinois Department of Building & Zoning’s Environmental Coordinator to attend the Annual Illinois Counties Solid Waste Management Association Conference which supports professional development and includes training and education from the Illinois Environmental Protection Agency for Solid Waste enforcement program in Starved Rock, Illinois from November 1, through November 2, 2018. Expenses to include registration, transportation, lodging, and mileage for an approximate total of $285. The program partially funded by the Illinois EPA.

12. HEALTH & HUMAN SERVICES - HART

Committee Update

A. HHS-R-0396-18 RESOLUTION -- Recommendation for Approval of a HOME Investment Partnerships Program (HOME) Agreement with DuPage Homeownership Center dba HOME DuPage, Project Number HM17-03 – DuPage Homestead Program - in the Amount of $107,514.00.

B. HHS-P-0236-18 Recommendation for the approval of a contract purchase order to Pace Suburban Bus, to provide transportation services for approved DuPage County veterans. This contract covers the period of October 1, 2018 through September 30, 2019 through RIDE DU PAGE for DuPage County Human Services and Veterans Assistance Commission, for a contract total amount not to exceed $45,561.00, per Intergovernmental Agreement.

C. HHS-P-0237-18 Recommendation for the approval of a contract purchase order to Kronos, Incorporated, for Software Support Services and Knowledge Pass (educational services subscription) for the Kronos Automated Time and Attendance System for the DuPage Care Center, for the period September 28, 2018 through September 27, 2019, for a contract total not to exceed $28,187.44, per 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases.

D. Authorization for Overnight Travel -- Community Development Administrator to attend the Illinois Association of Community Action Agencies (IACAA) Weatherization Roundtable, which will address implementation questions and identify best practices for the additional grant funding being added to the program. Training will be held in Springfield, Illinois from September 12, 2018 through September 13, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $390.00. WEX grant funded 5000-1400.
E. Authorization for Overnight Travel -- Community Services Weatherization Program Assessor to attend a series of ten courses and exam to obtain a Weatherization Certification in Champaign, Illinois, various dates from September 10, 2018 through January 25, 2019. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for an approximate total not to exceed $6,742.00. WEX grant funded 5000-1400.

F. Authorization for Overnight Travel -- Community Development Coordinator to attend the Weatherization Roundtable. Expenses to include lodging, transportation, miscellaneous expenses (parking, mileage, etc.), for approximate total $384.50. WEX grant funded 5000-1400.

G. Authorization for Overnight Travel -- Family Center Administrator to attend the Elder Mediation Training in Milwaukee, Wisconsin, from October 23, 2018 through October 26, 2018. Expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.), reference materials, and per diem for approximate total of $1,595.00. County general fund 1000-1750

H. Authorization for Overnight Travel -- Family Center Program Manager to attend the Elder Mediation Training in Milwaukee, Wisconsin, from October 23, 2018 through October 26, 2018. Expenses to include registration, lodging, reference materials, and per diem for approximate total of $1,345.00. County general fund 1000-1750

13. **STORMWATER - ZAY**

   Committee Update

   A. SM-R-0868-18 RESOLUTION -- Recommendation for Acceptance of the Sugar Creek Watershed Plan, Prepared for Inclusion in the Lower Salt Creek Watershed Plan

   B. SM-R-0870-18 RESOLUTION -- Recommendation for approval of Modification One to the Interdepartmental Memorandum of Understanding for HUD Funding of the Redmond Reservoir Expansion Project.

   C. SM-P-0238-18 Recommendation to approve an agreement between the County of DuPage, Illinois and Engineering Resource Associates, Inc., for professional engineering services to assist with the development of the Joseph Creek Watershed Plan for Stormwater Management, covering the period from Sept. 11, 2018 through December 31, 2019, for a contract total amount not to exceed $85,000. Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

   D. SM-P-0239-18 Recommendation to approve an Intergovernmental Agreement between the Woodridge Park District and the County of DuPage for the Triangle Park Restoration Project in Woodridge, for the contract period through November 30, 2019 for Stormwater Management, for a contract total amount not to exceed $38,000, per Intergovernmental Agreement.
E. Change Order -- Recommendation to approve SM-P-0194B-17 – AMENDMENT to Resolution SM-P-0194A-17 (2372-1 SERV), issued to Rausch Infrastructure, for the Village of Hinsdale Flood Protection Improvements Phase 3B Project, for Stormwater Management, to increase the contract in the amount of $30,000.00, resulting in an amended contract total amount not to exceed $1,962,917.64, an increase of 1.55%.

F. Change Order -- SM-P-0035A-18 – AMENDMENT to Resolution SM-P-0035-18, issued to ComEd to furnish electrical services to Stormwater Management Facilities, to extend the contract to March 31, 2021 and to increase the contract amount by $198,240.00 resulting in an amended contract total amount not to exceed $232,240.00, an increase of 583.06%.

G. Change Order -- AMENDMENT to County Contract #3228-0001 SERV issued to MP2 Energy NE, for electric utility supply and management services for the County Campus, Stormwater and Public Works, for Facilities Management, to decrease the Stormwater Management portion of the contract $118,237.51, resulting in an amended contract total amount not to exceed $10,053,172.49, a decrease of -1.16%.

H. Change Order -- SM-P-0104A-18 – Recommendation to approve AMENDMENT to Resolution SM-P-0104-18, issued to Earthwerks Land Improvement and Development Corporation, Inc., for the Redmond Reservoir Expansion Project, for Stormwater Management, to increase the contract in the amount of $297,017.20, resulting in a new contract total amount not to exceed $2,750,000, an increase of 12.11%.

14. TECHNOLOGY - WILEY

A. TE-P-0240-18 Recommendation for the approval of a contract purchase order to TeamAbsolute to provide assistance with the set up and implementation of automated work flows for several Human Resources Documents, Manager Self Service, on-line benefit open enrollment and reviewing the current Employee Self Service set up structure to ensure optimum performance, for Human Resources. This contract will cover the period of one year with three (3) optional one year renewals for Information Technology, for a contract total amount of $62,000.00, per Request for Proposal 18-150-JM. (Contingent upon parent committee approval)

B. Authorization for Overnight Travel -- Approval is requested to have the RMS Manager attend the 2018 Hexagon User Group Conference in Westminster, Colorado from November 4, 2018 through November 7, 2018, for an approximate cost of $1,460.00.

C. Authorization for Overnight Travel -- Approval is requested to have a Database Administrator attend the 2018 Hexagon User Group Conference in Westminster, Colorado from November 4, 2018 through November 7, 2018, for an approximate cost of $1,460.00.

D. Authorization to Travel -- Approval is requested to have the Chief Information Officer attend the Illinois Counties Information Management Association (ICIMA) 2018 Fall Conference in Utica, Illinois from October 4, 2018 through October 5, 2018 for an approximate cost of $400.00.
15. TRANSPORTATION - PUCHALSKI

Committee Update

A. DT-R-0391-18 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 29/Greenbrook Boulevard, from County Farm Road to US 20/Lake Street, Section 18-00285-02-RS (Estimated County cost $302,389.00)

B. DT-R-0869-18 RESOLUTION -- Resolution to support Suburban O'Hare Commission and financial contribution for technical services related to O'Hare Airport Noise Mitigation Project (County cost: Annual membership dues $2,500.00 and technical services $30,000.00)

C. DT-P-0233-18 Recommendation for the approval of a contract purchase order to Atlas Bobcat, LLC, to furnish and deliver one (1) S770 T4 Bobcat Skid Steer Loader for the Division of Transportation, for a contract total not to exceed $62,402.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c), not suitable for competitive bids (Sole provider of items that are compatible with existing equipment)

16. UNFINISHED BUSINESS

17. NEW BUSINESS

18. EXECUTIVE SESSION

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

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

19. MEETING ADJOURNED

A. This meeting of the September Session is adjourned to Tuesday, September 25, 2018 at 10:00 a.m. for passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10.
The proceedings of the County Board of DuPage County at a Regular meeting held at the DuPage Center, 421 North County Farm Road, Wheaton, Illinois, on Tuesday, August 14, 2018, at 10:00 A.M.

Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay were present. Member Healy was not present at the time of roll call.

Mary Keating, Director of Community Services, presented a 25 year anniversary award to Sheila Murphy-Russell.

Lisle Woodridge Fire Protection Board President Brent Frank and Chief Keith Krestan, gave a DuPage Fire Rescue Functional Cooperation presentation.

Chairman Cronin made the following remarks:

Today you have the opportunity to approve three referendum questions to be put before the voters in the November 6th election. These questions, I believe, provide important feedback for us as we plan our policy initiatives and the corresponding funding for our work as we move forward. All of these subjects are related to taxes, an issue of primary concern for our residents.

For example, we know only too well that our residents are impacted by property taxes, which affects their ability to afford to live and thrive in our county. From our perspective, property taxes provide a significant portion of our budget. All of us know our voters are very interested in and sensitive to the idea of changes in tax rates. I believe it is essential to gather information and direction on the actions our Board should take, related to property tax rates. Together, we have reduced county spending and pursued efficiency as a path toward preserving service levels without raising taxes.

The first question posed will provide information about DuPage voters’ opinions regarding their property tax rates and any potential impact on those rates due to the State’s serious fiscal situation.

Secondly, there have been numerous stories, Op-Ed pieces and much discussion nationally, statewide and locally about the serious need to fund infrastructure and roads. We, as a governing body, must consider carefully how we fund our local roads, bridges and infrastructure. There has not been a capital bill in Springfield to address these needs. Our
second question asks voters to provide direction to this Board regarding the vehicle miles tax proposal that has been discussed in Springfield.

And finally, this Board has pursued the dissolution of seven units of local government, shared services, promoted innovation and reform totaling more than $100 million dollars in projected savings, benefiting DuPage taxpayers. For the past eight years, many of you have taken an active role as leaders in pioneering some of these initiatives. So, we now have some results to present to the voters and are in a position to have them tell us their reaction to these efforts and whether they favor this approach toward governing.

I know it will be instructive for me to hear directly from the voters on these important issues. I ask for your support to put these three referendum questions before the DuPage County electorate.

The following people voiced Public Comment regarding Zoning Petition #Z18-009
(petitioner) Webb:

Luigi Tommasone        Marti Tommasone
Mark Daniel           Michael Roth

and the following on various other issues:

Nicole Virgil – Membrane structures
James March – Zoning Petition #Z18-026 Calvary United Pentecostal Church

Member Zay moved, seconded by Member Puchalski, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Healy and Larsen were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member Wiley, that Resolution #CB-R-0377-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Larsen was not present at the time of roll call. Motion carried.
RESOLUTION
CB-R-0377-18
APPOINTMENT OF JAMES ROMANO
TO THE HIGHLAND HILLS SANITARY DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of James Romano to be a Trustee of the Highland Hills Sanitary District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 2805/3, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of James Romano to be a Trustee of the Highland Hills Sanitary District for a term to expire on May 31, 2019; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit certified copies of this Resolution to: James Romano and Leroy Hansen, Attorney, 6900 Main Street, Suite 206, Downers Grove, Illinois 60516.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Puchalski, that Resolution #CB-R-0379-18, Submission of Advisory Questions of Public Policy to the Electors of DuPage County, be approved and adopted.

Member Chaplin felt that the consolidation question was great. There is a bill of opposition in Springfield regarding the mileage tax question, but there is not a bill regarding the 1% tax yet. She felt there should be a question that is more County related.

Member Healy stated that these questions have been discussed by NACo for years. He is in favor of the tax.

Member Puchalski said that it was common sense. The people should vote on these questions, not legislators in Springfield. He supports these questions.

Member Elliott stated that he was strongly in favor of all three questions. The #1 issue is people are tired of being taxed. He felt they were responsive measures.
Member Krajewski said that the biggest challenge is Springfield. He felt they need to be proactive and go to Springfield with the results. He thought they should have questions every election to show Springfield what DuPage residents think.

Member Wiley remarked that a constituent told him that she had to sell her house and business because the taxes are too high. He supports all three questions.

Member Khouri stated that the 1% tax increase equals an additional $2,500 for a $250,000 house. She felt it was detrimental to homeowners and business owners.

Member Larsen said that Springfield does not hear the messages from DuPage County. He supports these questions.

Member Zay remarked that the referendum that passed on the Election Commission does say something. More of our money is going to Springfield than coming back to DuPage County. He believes the ACT initiative is working and would like to see parks, libraries and townships also thinking about consolidation.

Member Zay moved, seconded by Member Puchalski, that Resolution #CB-R-0379-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
CB-R-0379-18
SUBMISSION OF ADVISORY QUESTIONS OF PUBLIC POLICY TO THE ELECTORS OF DU PAGE COUNTY

WHEREAS, Section 5-1005.5 of the Counties Code, 55 ILCS 5/5-1005.5, provides that a County Board, by a vote of a majority of its members, may authorize advisory questions of public policy to be placed on the ballot at the next regularly scheduled election in the County; and

WHEREAS, Section 28-2(c) of the Election Code, 10 ILCS 5/28-2(c), provides that Resolutions of a unit of local government which initiate the submission of public questions pursuant to law must be adopted not less than 79 days before a regularly scheduled election to be eligible for submission on the ballot at such election; and

WHEREAS, the next regularly scheduled election in DuPage County is the General Election to be held on November 6, 2018.

NOW, THEREFORE, BE IT RESOLVED by the County of DuPage, a unit of local government, by and through the DuPage County Board, as follows:

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SECTION ONE: The following advisory questions of public policy shall be submitted to the qualified electors of the County of DuPage at the General Election on November 6, 2018:

QUESTION 1:

<table>
<thead>
<tr>
<th>Shall DuPage County oppose the General Assembly instituting a property tax increase equivalent to 1% of your home’s value to help retire state debt?</th>
<th>YES ______</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO ______</td>
</tr>
</tbody>
</table>

QUESTION 2:

<table>
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<tr>
<th>Shall DuPage County oppose the creation of a statewide Vehicle Mileage Tax (VMT) which would tax DuPage County citizens based upon the number of miles driven annually?</th>
<th>YES ______</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO ______</td>
</tr>
</tbody>
</table>

QUESTION 3:

<table>
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<tr>
<th>Shall DuPage County continue to dissolve and consolidate units of local government to reduce costs, increase efficiencies, and increase accountability?</th>
<th>YES ______</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO ______</td>
</tr>
</tbody>
</table>

SECTION TWO: That these advisory questions of public policy, as fully set forth in Section One of this Resolution, is authorized and shall be submitted to the qualified electors of DuPage County at the General Election to be held on November 6, 2018, in accordance with all applicable provisions of Illinois law.

SECTION THREE: That the County Clerk is hereby directed to certify said advisory questions of public policy to the election authority in DuPage County, the DuPage County Election Commission, in accordance with the Illinois Election Code on or before August 19, 2018.

SECTION FOUR: That the ballot to be used at the November 6, 2018 General Election, for the advisory questions of public policy shall be in substantially the same form as set forth in Section One herein, with such alterations, changes, insertions and deletions as are required by Article 24A of the Illinois Election Code, if an electronic, mechanical, or electric voting system is used in said election.

SECTION FIVE: That this Resolution shall be in full force and effect from and after passage and approval pursuant to law.
Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #FI-R-0367-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0367-18
ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS DEPARTMENT OF HUMAN SERVICES SUPPORTIVE HOUSING PROGRAM GRANT PY19 AGREEMENTS NO. FCSXH00172 AND FCSXH00352 COMPANY 5000 - ACCOUNTING UNIT 1760
$208,677.00
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of $208,677.00 (TWO HUNDRED EIGHT THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS) are available to be used to assist low-income eligible families in obtaining or maintaining stable housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreements No. FCSXH00172 and FCSXH00352 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this Resolution by reference (Attachment II and III); and

WHEREAS, the term of the agreements are from July 1, 2018 through June 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreements No. FCSXH00172 and FCSXH00352 (Attachment II and III) between DuPage County and Illinois Department of Human Services are 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 $208,677.00 (TWO HUNDRED EIGHT THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Supportive Housing Program Grant PY19, Company 5000 - Accounting Unit 1760 for the period July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED, that the personnel budget for the Community Services Department be revised to reflect the addition of:

<table>
<thead>
<tr>
<th>Full Time</th>
<th>Grade 110</th>
</tr>
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<tbody>
<tr>
<td>50000 (1) Case Manager</td>
<td>$34,428 - $57,381</td>
</tr>
</tbody>
</table>

; 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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and 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 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #F1-R-0368-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FI-R-0368-18
ACCEPTANCE AND APPROPRIATION OF THE
HUD 2017 CONTINUUM OF CARE PLANNING GRANT PY19
AGREEMENT NO. IL1606L5T141700
COMPANY 5000 - ACCOUNTING UNIT 1510
$128,502
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of $128,502.00 (ONE HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED TWO AND NO/DOLLARS) are available to be used to fund costs associated with assisting the Continuum of Care with planning activities; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. IL1606L5T141700 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this Resolution by reference (Attachment II); and

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

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

WHEREAS, the County of DuPage finds that the need to appropriate said additional 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 Agreement No. IL1606L5T141700 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development 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 $128,502.00 (ONE HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED TWO AND NO/DOLLARS) be made to establish the HUD Continuum of Care Planning Grant PY19, Company 5000 - Accounting Unit 1510, for the period September 1, 2018 through August 31, 2019; 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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
BE IT FURTHER RESOLVED that should the Health and 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 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #FI-R-0369-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0369-18
ACCEPTANCE AND APPROPRIATION OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT FY19
INTERGOVERNMENTAL AGREEMENT NO. 19-254028
COMPANY 5000 - ACCOUNTING UNIT 1495
$2,856,548
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $2,856,548 (TWO MILLION, EIGHT HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 19-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2018 through June 30, 2019; and

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

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and
WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 19-254028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $2,856,548 (TWO MILLION, EIGHT HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS) be made to establish the Low Income Home Energy Assistance Program State Grant FY19, Company 5000 - Accounting Unit 1495 for the period July 1, 2018 through June 30, 2019; 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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and 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 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #FI-R-0370-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0370-18
REVISION TO PERSONNEL HEADCOUNT FOR THE AGING CASE COORDINATION UNIT FUND PY17
COMPANY 5000 - ACCOUNTING UNIT 1720
(Under the administrative direction of the Community Services Department)

WHEREAS, the DuPage County Board has approved personnel headcount and budgets for all County departments and Elected offices; and
WHEREAS, there are times when it is necessary to revise those headcounts and budgets to insure efficient and effective County operation.

NOW, THEREFORE, BE IT RESOLVED that the personnel headcount for the Aging Case Coordination Unit Fund PY18 be revised to reflect the deletion of:

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>Grade 110</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000 (1)</td>
<td>Case Manager - 1931</td>
</tr>
</tbody>
</table>

; and

NOW, THEREFORE, BE IT RESOLVED that the personnel headcount for the Aging Case Coordination Unit Fund PY18 be revised to reflect the addition of:

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>Grade 311</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000 (1)</td>
<td>Community Services Supervisor - 1918</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Community Services Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #FI-R-0372-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0372-18
ACCEPTANCE OF AN EXTENSION OF THE DU PAGE CONVALESCENT CENTER FOUNDATION RECREATION THERAPY GRANT PY16 COMPANY 5000 - ACCOUNTING UNIT 2120 (Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Convalescent Center Foundation-Recreation Therapy Grant PY16, Company 5000 - Accounting Unit 2120, pursuant to Resolution FI-R-0069-16 for the period February 1, 2016 through June 30, 2018, as amended; and
Whereas, the County of DuPage has been notified by the DuPage Care Center Foundation that the grant may be extended to November 30, 2018.

Now, therefore, be it resolved by the DuPage County Board that the expiration date of this grant be extended until November 30, 2018.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #FI-R-0373-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Resolution
FI-R-0373-18
Acceptance and Appropriation of the Victims of Crime Act - Child Advocacy Center Services Program Grant PY19 Agreement No. 216003
Company 5000 - Accounting Unit 6600
$91,168
(Under the administrative direction of the DuPage County State’s Attorney’s Office)

Whereas, the County of DuPage, on behalf of the DuPage County Children’s Center and under the direction of the DuPage County State’s Attorney’s Office, has been notified by the Children’s Advocacy Centers of Illinois that grant funds in the amount of $72,934.00 (Seventy-two Thousand, Nine Hundred Thirty-Four and No/100 Dollars) are available to be used for the express purpose of the Victims of Crime Act - Child Advocacy Center Services Program; and

Whereas, to receive said grant funds, the County of DuPage, on behalf of the DuPage County State’s Attorney’s Office must enter into Agreement No. 216003 with the Children’s Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

Whereas, to receive said grant funds, the County of DuPage must provide matching funds in the amount of $18,234.00 (Eighteen Thousand, Two Hundred Thirty-Four and No/100 Dollars); and

Whereas, said matching funds in the amount of $18,234.00 (Eighteen Thousand, Two Hundred Thirty-Four and No/100 Dollars) is budgeted for in
Fiscal Year 2018 and will be provided by the General Fund-Children’s Center (Company 1000 - Accounting Unit 6510 - Account 53700); and

WHEREAS, the term of the grant agreement is from July 9, 2018 through June 30, 2019; and

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

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

WHEREAS, the DuPage County Board finds that the need to appropriate said 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 Agreement No. 216003 (Attachment II) between the DuPage County, on behalf of the DuPage County Children’s Center and under the direction of the DuPage County State’s Attorney’s Office, and the Children’s Advocacy Centers of Illinois 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 $91,168.00 (NINETY-ONE THOUSAND, ONE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS) be made to establish the Victims of Crime Act-Child Advocacy Center Services Program Grant PY19, Company 5000 - Accounting Unit 6600, for the period July 9, 2018 through June 30, 2019; and

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

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0375-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FI-R-0375-18
ADDITIONAL APPROPRIATION FOR THE LIABILITY INSURANCE FUND
COMPANY 1100, ACCOUNTING UNIT 1212
$1,250,000

WHEREAS, appropriations for the LIABILITY INSURANCE FUND for Fiscal Year 2018 were adopted by the County Board pursuant to Ordinance FI-O-0044-17; and

WHEREAS, due to a higher than anticipated number of workers’ compensation and public liability settlements unforeseen at the time of budget development, there is a need for an additional appropriation in the LIABILITY INSURANCE FUND - COMPANY 1100, ACCOUNTING UNIT 1212; and

WHEREAS, the amount necessary to accommodate said settlement expenditures is $1,250,000 (ONE MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the LIABILITY INSURANCE FUND - COMPANY 1100, ACCOUNTING UNIT 1212 to support an additional appropriation of $1,250,000 (ONE MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $1,250,000 (ONE MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) in the LIABILITY INSURANCE FUND - COMPANY 1100, ACCOUNTING UNIT 1212 creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of $1,250,000 (ONE MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) in the LIABILITY INSURANCE FUND - COMPANY 1100, ACCOUNTING UNIT 1212 is hereby approved and added to the Fiscal Year 2018 Appropriation Ordinance.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that the Committee be discharged in order to consider Resolution #FI-R-0376-18, Revision to Personnel Budget – Stormwater Management. On voice vote, motion carried.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0376-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
FI-R-0376-18
REVISION TO PERSONNEL BUDGET
STORMWATER MANAGEMENT

WHEREAS, the DuPage County Board has approved personnel budgets for all County departments; and

WHEREAS, there are times when it is necessary to revise those budgets to insure efficient and effective County operations.

NOW, THEREFORE, BE IT RESOLVED that the Personnel Budget for Stormwater Management be revised to reflect the addition of:

Full-Time
50000 (1) Senior Water/Wastewater Maintenance Worker - Local 150
Minimum Hiring Salary $47,000

50000 (1) Water/Wastewater Maintenance Worker - Local 150
Minimum Hiring Salary $44,000

50000 (2) Laborer - Local 150
Minimum Hiring Salary $35,000

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the County Board and the Human Resources Department.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0378-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
FI-R-0378-18
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

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

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

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0380-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0380-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:
CORPORATE FUND

REPLACEMENTS

OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY 1000-1900

Effective August 15, 2018
Kevin Sur, Emergency Management Specialist
Class 2333, Range 311 at $28.00 per hour

PROMOTIONS

FACILITIES MANAGEMENT 1000-1100

Effective August 20, 2018
Bryan Andrews, Senior Maintenance Technician
Class 3166 at $49,000 per year, from
Class 3234 at $45,900 per year

EQUITY INCREASES

COUNTY BOARD 1000-1001

Effective August 15, 2018
Evan Shields, Public Information Officer
Class 1211, Range 312 at $61,182 per year, from
$55,182 per year

EQUITY INCREASES

OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY 1000-1900

Effective August 15, 2018
Adrian Ocampo, Emergency Management Specialist
Class 2333, Range 311 at $51,499 per year, from
$46,817 per year

JOB RECLASSIFICATIONS

COMMUNITY SERVICES 1000-1750

Effective August 15, 2018
Kaye Victor, Administrative Specialist
Class 1165, Range 110 at $39,297 per year, from
Class 1003, Range 108 at $35,725 per year
NON-CORPORATE FUND

REPLACEMENTS

ANIMAL SERVICES 1100-1300

Effective August 9, 2018
Jessica Foust, Office Assistant
Class 1004, Range 108 at $13.50 per hour

CARE CENTER 1200-2025

Effective July 18, 2018
Arturo Martinez, Dining Services Worker
Class 4237, Range 106 at $10.92 per hour

Effective July 31, 2018
Benito Rojas, Dining Services Worker
Class 4237, Range 106 at $22,722 per year

REPLACEMENTS

COMMUNITY SERVICES 5000-1430

Effective August 28, 2018
Jason Boggs, Weatherization Program Assessor
Class 1921, Range 210 at $46,000 per year

PUBLIC WORKS 2000-2665

Effective August 15, 2018
Estevan Gallardo, Wastewater Maintenance Worker
Class 3214 at $45,000 per year

STORMWATER MANAGEMENT 1600-3000

Effective August 15, 2018
David Johnson, Wastewater Maintenance Worker
Class 3214 at $45,000 per year

Effective September 1, 2018
Claire Kissane, Water Quality Specialist
Class 5167, Range 312 at $65,000 per year
PROMOTIONS

COMMUNITY SERVICES 5000-1440

Effective August 15, 2018
Autumn Dehnart, Principal Account Clerk
Class 1173, Range 110 at $39,000 per year, from
Class 1172, Range 109 at $35,189 per year

COMMUNITY SERVICES 5000-1650

Effective August 15, 2018
Pamela Nicpan, Senior Information & Referral Specialist
Class 1913, Range 110 at $37,000 per year, from
Class 1912, Range 109 at $33,292 per year

PROMOTIONS

COMMUNITY SERVICES 5000-1720

Effective August 16, 2018
Shauta Harris, Case Manager
Class 1931, Range 110 at $38,500 per year, from
Class 1912, Range 109 at $33,251 per year

EQUITY INCREASES

STORMWATER MANAGEMENT 1600-3000

Effective August 15, 2018
Mary Mitros, Stormwater Communications Supervisor
Class 5168, Range 312 at $68,536 per year, from
$59,596 per year

Effective August 15, 2018
Avery Mumm, Senior Environmental Technician
Class 5155, Range 311 at $56,100 per year, from
$50,999 per year

Effective August 15, 2018
Dave Winklebleck, Senior Project Engineer
Class 5138, Range 315 at $97,997 per year, from
$95,142 per year
JOB RECLASSIFICATIONS

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective August 15, 2018
Deborah Hoffman, Career Counselor II
Class 1754, Range 111 at $49,050 per year, from
Class 1752, Range 110 at $40,050 per year

JOB RECLASSIFICATIONS

Effective August 15, 2018
Omar Sanchez-Grimaldo, Senior Program Specialist
Class 1744, Range 311 at $58,709 per year, from
Class 1754, Range 111 at $48,709 per year

STORMWATER MANAGEMENT 1600-3000

Effective August 15, 2018
Nicholas Assell, Wetlands Specialist
Class 5172, Range 311 at $58,366 per year, from
Class 5172, Range 312 at $53,060 per year

Effective August 15, 2018
Julia England, Administrative Specialist
Class 1165, Range 110 at $39,361 per year, from
Class 1161, Range 109 at $34,226 per year

Effective August 15, 2018
Mary Falsey, Water Quality Supervisor
Class 5169, Range 314 at $86,419 per year, from
Class 5169, Range 313 at $72,015 per year

Effective August 15, 2018
Jennifer Heller, Wetlands Supervisor
Class 5173, Range 314 at $87,519 per year, from
Class 5173, Range 313 at $72,932 per year

Effective August 15, 2018
Jennifer Hintze, Project Engineer
Class 5134, Range 314 at $76,885 per year, from
Class 5133, Range 312 at $66,856 per year

JOB RECLASSIFICATIONS
Effective August 15, 2018
Sarah Hunn, Deputy Director of Stormwater Management
Class 5140, Range 317 at $130,999 per year, from
Class 5139, Range 316 at $115,928 per year

Effective August 15, 2018
Angela Levernier, Senior Wetlands Specialist
Class 5174, Range 313 at $70,440 per year, from
Class 5172, Range 312 at $64,036 per year

Effective August 15, 2018
Jamie Lock, Senior Project Engineer
Class 5138, Range 315 at $94,826 per year, from
Class 5134, Range 314 at $86,996 per year

Effective August 15, 2018
Christopher Vonnahme, Chief Stormwater Engineer
Class 5139, Range 316 at $126,243 per year, from
Class 5138, Range 315 at $115,819 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of
this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department
and one copy to the County Board.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0251-18 be
approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore,
Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0251-18
AWARDING RESOLUTION FOR
MULTIFUNCTIONAL DEVICE EQUIPMENT, SUPPLIES,
SOFTWARE AND SERVICE SOLUTIONS

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage
and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will
contract with Canon Solutions America, Inc.; and
WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi-state volume purchasing contracts; and

WHEREAS, the County issued its Solicitation #18-020-LG for Multifunctional Device Equipment, Supplies Software and Service Solutions; and

WHEREAS, the County evaluated the responses to the solicitation and Canon Solutions America, Inc., has been found to meet all minimum qualifications and requirements per Solicitation #18-020-LG.

NOW THEREFORE BE IT RESOLVED, that an award be issued to: Canon Solutions America, Inc., 425 North Martingale Road, Schaumburg, Illinois 60173, at the solicited rates contained herein for procurements entered into during the period of October 1, 2018 through September 30, 2023; and

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Multifunctional Device Equipment, Supplies Software and Service Solutions pursuant to this award of Solicitation #18-020-LG from the incorporated agreement. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto; and

BE IT FURTHER RESOLVED, that the County will receive an administrative fee of no less than .125% of sales generated by the use of the contract.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-P-0204-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FI-P-0204-18
AWARDING RESOLUTION ISSUED TO CANON SOLUTIONS AMERICA, INC.
TO FURNISH AND INSTALL MULTIFUNCTIONAL OFFICE EQUIPMENT
SUPPLIES, SOFTWARE AND SERVICE SOLUTIONS
(CONTRACT TOTAL AMOUNT: $1,434,498)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage
and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will
contract with Canon Solutions America, Inc.; and

WHEREAS, the Finance Committee recommends County Board approval for the
issuance of a contract purchase order to Canon Solutions America, Inc., to furnish and install
Multifunctional Office Equipment, Supplies, Software and Service Solutions for DuPage County
Procurement Services.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to furnish
and install Multifunctional Office Equipment, Supplies, Software and Service Solutions for
DuPage County Procurement Services for the period October 1, 2018 through September 30,
2023, be, and it is hereby approved for issuance of a contract purchase order by the Procurement
Division to Canon Solutions America Inc., 425 North Martingale Road, Suite 1400, Schaumberg,
Illinois 60173, for a contract total amount not to exceed $1,434,498, per National
Intergovernmental Purchasing Alliance Contract.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Larsen, that Ordinance #DC-O-0048-18
(petitioner Webb) be approved and adopted.

Member Tornatore stated that the ZBA voted to deny this petition, therefore it will need
14 votes from the Board to pass.

Member Krajewski thanked Paul Hoss, Planning and Zoning Administration Coordinator,
for information regarding this variance. He walked this unique neighborhood and believed that
several Board members have looked at this property. He will support this Ordinance.

Member Eckhoff said that the Board has been presented with this issue in the past and
decided that they did not want permanent structures. It currently does not conform to code but
was grandfathered in. He is opposed to this variance.

Member Hart remarked that this was in his District. He supports the variance with the
conditions. If this is approved, he would like to see a landscape plan within 30 days.
Member Larsen stated that he felt the default position should be to always favor the property owner’s rights as long as it is not infringing on neighbor’s rights.

Member Elliott asked if the pond has been there 50-60 years. Mr. Hoss replied that it has been. It is a 10x20 structure that is five feet tall.

Member Elliott questioned if there is a six foot fence. Mr. Hoss answered that it will be put in with proper permits.

Member Grasso said that the variance has to show hardship. He wants to incorporate all properties into the Villages. He felt it did not meet the requirements of a variance and will vote “no.”

Member DiCianni stated that there are rules in the community. The ZBA denied it 6-0. He questioned why they should pass it when ZBA denied it. He is opposed to this variance.

Member Grant questioned why the ZBA denied it. Mr. Hoss replied that the structure over the pond created a self-imposed financial hardship for the owners.

Member Zay said that people live in unincorporated areas to have less rules. We have let them do this for three years and now because a neighbor complains we decide to enforce it. This is a unique issue.

Member Krajewski questioned if the Board has overruled the ZBA before. Mr. Hoss answered that they have on a few occasions.

Member Tornatore stated that there is no precedence. This is a unique case. Permission was given in court by Judge Fullerton a few years ago to put up the cover. It cannot be seen by the neighbors and no other neighbors objected at the meeting.

Member Grasso said that this does not meet a variance requirement. He felt it should not be allowed.

WHEREAS, a public hearing was held on April 26, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

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

A Variation to allow an accessory structure (pond cover) in front of the front wall of the house on the property hereinafter described:

LOT 74 IN HINSDALE TIMBER LAKE ESTATES UNIT #2, A SUBDIVISION IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 98, RECORDED AS DOCUMENT #527480 ALSO IN THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 1000.0 FEET ACCORDING TO THE PLAT RECORDED NOVEMBER 24, 1954 #744581, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on July 12, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that he seeks subject zoning relief to allow for an accessory structure in front of the front wall of the house to cover an existing pond.

2. That petitioner testified the subject lot size is approximately three-quarters of an acre (.75 acres). Petitioner testified that the subject lot is smaller compared to other lots in the immediate neighborhood.

3. That petitioner testified that the subject pond and subject accessory structure are set back approximately 120-125 feet from Lorraine Drive.

4. That petitioner testified that the subject pond was in existence prior to when petitioner purchased the subject property in 1989. Petitioner testified that to the best of his
information, the prior owners constructed and installed the subject pond in 1960 or 1961 when the house was built.

- That petitioner testified that the subject pond is a koi pond with rubber lining and rocks to hide the rubber matting.

5. That petitioner testified that the subject accessory structure is a structure that holds a tarp up above the pond water and above an existing decorative bridge.

- That petitioner testified that the subject accessory structure is approximately 19 feet wide by 22 feet long, consisting of 2 by 4’s inch and-a-quarter stainless steel piping, and a translucent plastic cover.

- That petitioner testified that the subject accessory structure is approximately five-and-a-half feet (5.5 feet) tall.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has not demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development, as the loss of usefulness in an investment is not a practical difficulty or particular hardship to support a Variation for an accessory structure in front of the front wall of the house.

2. That the Zoning Board of Appeals finds that petitioner has not demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has not demonstrated that there will be greenspace or landscaping added to the subject property to screen around the perimeter of the accessory structure.

   b. Increase the hazard from fire or other dangers to said property as petitioner has not demonstrated that an accessory structure in front of the front wall will not increase fire or other dangers to said property.

   - Furthermore, that petitioner has not supplied any documentation that the subject accessory structure was developed in proper accordance with all codes and ordinances of DuPage County.

   c. Diminish the value of land and buildings throughout the County as petitioner has not demonstrated that the accessory structure in front of the front wall of the house will improve the value of land and buildings in the subject property’s surrounding area.
d. Unduly increase traffic congestion in the public streets and highways as petitioner has not demonstrated that an accessory structure in front of the front wall will not increase traffic on public streets.

e. Increase the potential for flood damages to adjacent property as petitioner has not demonstrated that an accessory structure in front of the front wall of the house will not affect the potential for flood damages to adjacent properties.

• Furthermore, testimony presented by a property owner in the neighborhood indicated that there are currently existing flooding issues throughout the subject neighborhood.

f. Incur additional public expense for flood protection, rescue or relief as petitioner has not demonstrated that an accessory structure in front of the front wall of the house will not incur additional expenses for flood protection.

g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has not demonstrated that an accessory structure in front of the front wall of the house will not obstruct public safety access to the subject and adjacent properties.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-009 Webb</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>“Variation to allow an accessory structure (permitted pond cover) in front of front wall of house.”</td>
</tr>
<tr>
<td>OWNER</td>
<td>Robert D. Webb, 9S740 Lorraine Drive, Hinsdale, Illinois 60527</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>9S740 Lorraine Drive, Hinsdale, Illinois 60527</td>
</tr>
<tr>
<td>PIN</td>
<td>09-34-406-017</td>
</tr>
<tr>
<td>TWSP./CTY. BOARD DISTRICT</td>
<td>Downers Grove N</td>
</tr>
<tr>
<td>ZONING/LUP</td>
<td>R-2 SF RES</td>
</tr>
<tr>
<td>AREA</td>
<td>.70 (30,492 sq. feet)</td>
</tr>
<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: March 23, 2018</td>
</tr>
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<td>PUBLIC HEARING</td>
<td>April 26, 2018</td>
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GENERAL BULK REQUIREMENTS:

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<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
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<tbody>
<tr>
<td>Front Yard:</td>
<td>Behind the front wall of the house</td>
<td>110 feet</td>
<td>110 feet</td>
</tr>
<tr>
<td>North Int. Side Yard:</td>
<td>Behind the front wall of house and at least 10 feet</td>
<td>5 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td>South Int. Side Yard:</td>
<td>Behind the front wall of house and at least 10 feet</td>
<td>104 feet</td>
<td>104 feet</td>
</tr>
</tbody>
</table>
Rear Yard: 10 feet 111 feet 111 feet
Height: 36 feet 10 feet (plus) 15 feet

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on July 12, 2018 recommends to deny the following zoning relief:

A Variation to allow an accessory structure (pond cover) in front of the front wall of the house.

WHEREAS, the County Board Development Committee on August 7, 2018 considered the findings and recommendations of the Zoning Board of Appeals and does not concur with the findings and recommendation and further finds and recommends as follows:

1. That the Development Committee finds, based on evidence in the record, that petitioner has demonstrated that the subject property is half the depth of the properties to the north including the immediate property to the north.
   a. The subject property (Webb property) is approximately 241 feet deep.
   b. The adjacent properties to the north have lot depths of approximately 621 feet.
   c. The house on the Webb property is setback from the ROW of Lorraine Drive by approximately 138 feet and the house is only 43 feet from the rear property line. The irregular location of the house on the property creates a hardship as the front yard is larger than the rear yard.

2. That the Development Committee finds, based on evidence in the record, that petitioner has demonstrated that the house on the subject property to the north, with a lot depth of approximately 621 feet, is setback approximately 330 feet from the front property line along Lorraine Drive, approximately 89 feet further west from the rear property line of the subject property.

3. That the Development Committee finds, based on evidence in the record, that petitioner has demonstrated the entire subject property is located in front of the front wall of the house to the north.

4. That the Development Committee finds, based on evidence in the record, that petitioner has demonstrated the main purpose for the rule that accessory structures are required to be located behind the front wall of the house is so that adjacent properties would not have accessory items in front of the front of the adjacent homes.

   • However, in the instant case the petitioner has demonstrated that any legal accessory structure, including any pond and pond cover on the Webb property would still be located in front of the front wall of the house to the north.
5. That the Development Committee finds, based on evidence in the record, that petitioner has demonstrated that the pond has been in existence for at least 60 years and is a decorative pond filled with Koi fish.
   • Furthermore, that in order to keep the fish from dying off in the winter months the pond cover is necessary to insure the fish’s survival in the winter months only.

6. That the Development Committee finds, based on evidence in the record, that petitioner has demonstrated that a practical difficulty and hardship exists with their property for the reasons herein above.
   • Furthermore the Committee finds that petitioner has demonstrated that they have currently mitigated the view of the pond and accessory structure from adjacent properties and roadways with sufficient landscaping both around the pond structure and on the perimeter of the property.

Dissenting Opinion:

The one dissenting Board Member finds that the petitioner has not presented enough of a hardship relative to the fundamental intent and purpose of the rule to support a variation on the subject property.

As such, the Development Committee recommends to approve the following zoning relief:

A Variation to allow an accessory structure (pond cover) in front of the front wall of the house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-009.

2. That within 30 days after the approval of this Ordinance by the County Board the property owner provides a landscape plan showing a partial landscape screen around the perimeter of the pond, (existing vegetation can be used toward landscape requirements).

3. That the accessory structure (pond cover) be temporarily installed only to cover the ornamental pond beginning no earlier than November 1 of each year and removed no later March 31 of the following year.

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

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:
A Variation to allow an accessory structure (pond cover) in front of the front wall of the house on the property hereinafter described:

LOT 74 IN HINSDALE TIMBER LAKE ESTATES UNIT #2, A SUBDIVISION IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF FEDERAL AID ROUTE 98, RECORDED AS DOCUMENT #527480 ALSO IN THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 1000.0 FEET ACCORDING TO THE PLAT RECORDED NOVEMBER 24, 1954 #744581, IN DU PAGE COUNTY, ILLINOIS.

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-009.

2. That within 30 days after the approval of this Ordinance by the County Board the property owner provides a landscape plan showing a partial landscape screen around the perimeter of the pond (existing vegetation can be used toward landscape requirements).

3. That the accessory structure (pond cover) be temporarily installed only to cover the ornamental pond beginning no earlier than November 1 of each year and removed no later March 31 of the following year.

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

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Robert D. Webb, 9S740 Lorraine Drive, Hinsdale, Illinois 60527; Michal Roth, 230 Cabot Drive, Suite 455, Lisle, Illinois 60532-4613 and Downers Grove Township Assessor, 4340 Prince Street, Downers Grove, Illinois 60515.

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Enacted and approved this 14th day of August, 2018, A.D., in Wheaton, Illinois.

Member Tornatore moved, seconded by Member Krajewski, that Ordinance #DC-O-0049-18 (petitioner Patel) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “nay.” Motion lost.

Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0050-18 (petitioner RJ Concrete, LLC) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “nay.” Motion lost.

Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0051-18 (petitioner Calvary United Pentecostal Church) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

ORDINANCE
DC-O-0051-18
ZP-Z18-026 Calvary United Pentecostal Church

WHEREAS, a public hearing was held on August 1, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

A Variation to extend parking lot to match existing parking lot setbacks from 20 feet to approximately 6 feet on the property hereinafter described:

THE SOUTH 572.26 FEET (MEASURED ON THE WEST LINE); THE EAST 125.00 FEET (MEASURED ON THE SOUTH LINE) EXCEPT THE SOUTH 830.02 FEET (MEASURED ON THE WEST LINE); AND EAST 105.0 FEET (MEASURED ON THE SOUTH LINE) OF THE NORTH 257.76 FEET OF THE SOUTH 830.02 FEET (MEASURED ON THE WEST LINE) OF TRACT 2 IN HARRISON’S ASSESSMENT PLAT, IN THE WEST HALF OF THE NORTHWEST ¼ OF SECTION 29,
TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THEREOF RECORDED OCTOBER 27, 1953 AS DOCUMENT 699307 IN THE RECORDER’S OFFICE OF DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on August 1, 2018 does find as follows:

FINDINGS OF FACT:

A. That petitioner testified that he seeks subject zoning relief to allow for a proposed parking lot extension to match the existing parking lot setbacks (approximately 6 feet from the east interior side property line).

B. That petitioner testified that attendance has increased for Sunday services at the subject property and that the existing 78 stall parking lot is no longer adequate.

   - That petitioner testified that a proposed parking lot extension would provide additional parking and matching aisle egress and flow, while maintaining emergency access to the subject property.
   
   - That petitioner testified that the proposed parking lot extension would accommodate 30 more vehicles, as depicted on the petitioner’s revised site plan made part of Zoning Petition #Z18-026 Calvary United Pentecostal Church on August 1, 2018.

C. That petitioner testified that if the 20-foot setback was applied to the subject property, denigration capability for the proposed parking lot extension would be lost and would offset the location for proposed Stormwater Best Management Practices (BMP’s) and drainage. By further shifting the proposed parking lot extension to the west, the proposed Stormwater BMP’s and drainage would encroach upon the subject property’s septic field.

D. That petitioner testified that he has distributed a petition to neighbors adjacent to the proposed parking lot extension and that they do not have any objections to the subject zoning relief. Furthermore, that petitioner has incorporated a section of arborvitae landscaping to screen the subject parking lot extension from residential properties to the east.

E. The Hearing Officer finds that petitioner has demonstrated evidence for a Variation to extend parking lot to match existing parking lot setbacks (from 20 feet to approximately 6 feet).

F. The Hearing Officer finds that petitioner has demonstrated that a practical difficulty exists in that the extension of the existing parking lot requires the variation to allow for extended parking in a manner that facilitates positive traffic flow on site.
Furthermore, the Hearing Officer finds that if petitioner were required to maintain the required setback they would require more impervious area contributing to uneven pavement and diminished on-site circulation.

G. The Hearing Officer finds that petitioner has demonstrated that the proposed parking lot extension does not have any impact on adjacent properties and roadways, does not impact drainage, and does not impede ventilation and light to the subject property or adjacent properties.

**GENERAL ZONING CASE INFORMATION**

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-026 Calvary United Pentecostal Church</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>A Variation to extend parking lot to match existing parking lot setbacks from 20 feet to approximately 6 feet.</td>
</tr>
<tr>
<td>OWNER</td>
<td>Calvary United Pentecostal Church, 19W701 Army Trail Road, Addison, Illinois 60101</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>19W701 Army Trail Road, Addison, Illinois 60101</td>
</tr>
<tr>
<td>PIN</td>
<td>03-29-110-015</td>
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<tr>
<td>TWSP./CTY. BD. DIST.</td>
<td>Addison</td>
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<tr>
<td>ZONING/LUP</td>
<td>R-4 SF Residence</td>
</tr>
<tr>
<td>AREA</td>
<td>4.95 (215,622 sq. feet)</td>
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<tr>
<td>UTILITIES</td>
<td>Well and Septic</td>
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<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: July 3, 2018</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>July 18, 2018, and continuation to August 1, 2018</td>
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**GENERAL BULK REQUIREMENTS:**

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<tr>
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<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Front Yard:</td>
<td>30 feet</td>
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<td>Approx. 687 feet</td>
</tr>
<tr>
<td>East Int. Side Yard:</td>
<td>20 feet</td>
<td>N/A</td>
<td>Approx. 6 feet</td>
</tr>
<tr>
<td>West Int. Side Yard:</td>
<td>20 feet</td>
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<td>Approx. 203.7 feet</td>
</tr>
<tr>
<td>South Rear Yard:</td>
<td>20 feet</td>
<td>N/A</td>
<td>Approx. 97.5 feet</td>
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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on August 1, 2018 recommends to approve the following zoning relief:

A Variation to extend parking lot to match existing parking lot setbacks from 20 feet to approximately 6 feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s revised site plan made part of Zoning Petition #Z18-026 Calvary United Pentecostal Church dated August 1, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

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

   WHEREAS, the County Board Development Committee on August 7, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

   A Variation to extend parking lot to match existing parking lot setbacks from 20 feet to approximately 6 feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s revised site plan made part of Zoning Petition #Z18-026 Calvary United Pentecostal Church dated August 1, 2018.

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

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

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

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

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

A Variation to extend parking lot to match existing parking lot setbacks from 20 feet to approximately 6 feet on the property hereinafter described:

THE SOUTH 572.26 FEET (MEASURED ON THE WEST LINE); THE EAST 125.00 FEET (MEASURED ON THE SOUTH LINE) EXCEPT THE SOUTH 830.02 FEET (MEASURED ON THE WEST LINE); AND EAST 105.0 FEET (MEASURED ON THE SOUTH LINE) OF THE NORTH 257.76 FEET OF THE SOUTH 830.02 FEET (MEASURED ON THE WEST LINE) OF TRACT 2 IN HARRISON’S ASSESSMENT

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The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s revised site plan made part of Zoning Petition #Z18-026 Calvary United Pentecostal Church dated August 1, 2018.

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

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

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

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Calvary United Pentecostal Church, 19W701 Army Trail Road, P.O. Box 935, Addison, Illinois 60101 and Addison Township Assessor, 401 North Addison Road, Addison, Illinois 60101.

Enacted and approved this 21st day of August, 2018, A.D., at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0052-18 (petitioner Casey) be approved and adopted.

Member Khouri left the room to avoid a conflict of interest.

Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0052-18 (petitioner Casey) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanés, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan,
Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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ORDINANCE
DC-O-0052-18
ZP-Z18-034 Casey

WHEREAS, a public hearing was held on June 27, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

A Variation to reduce lot size: Lot 1 to approximately 70,585 sq. feet and Lot 2 to approximately 76,145 sq. feet on the property hereinafter described:

LOTS 45 AND 46 AND THE SOUTH HALF OF THAT PART OF WASHINGTON AVENUE LYING WEST OF THE NORTH EXTENSION OF THE WEST LINE RIGHT OF WAY LINE OF MORNINGSIDE AVENUE AND EAST OF A LINE 360.0 FEET WEST OF SAID WEST RIGHT OF WAY LINE IN H.M. CORNELL AND COMPANY’S WINFIELD ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1938 AS DOCUMENT 389539 IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 27, 2018 does find as follows:

FINDINGS OF FACT:

A. The Hearing Officer finds that petitioner has demonstrated the need for a Variation to reduce lot size: Lot 1 to approximately 70,585 sq. feet and Lot 2 to approximately 76,145 sq. feet.

B. That petitioner testified that he plans to subdivide the current property into two new lots and offer them for sale.

C. That petitioner testified that the typical lot size in the subject neighborhood is approximately 1.25-1.50 acres.

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• As such, the proposed reduction in lot size is consistent with other lot sizes within the subject neighborhood.

D. That petitioner testified that the two subject lots are serviced by well and septic utilities.

E. The Hearing Officer finds that petitioner has demonstrated that the subject properties are located in a unique manner relative to the adjacent properties to the north and west.

• As such, Washington Avenue extends into the northwest corner of the subject property.

• As such, the proposed lot subdivision will be consistent with other lot sizes within the subject neighborhood.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE#/PETITIONER</th>
<th>Z18-034 Casey</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Variation to reduce lot size; Lot 1 to approximately 70,585 sq. feet and Lot 2 to approximately 76,145 sq. feet.</td>
</tr>
<tr>
<td>(As indicated in the Petitioners application)</td>
<td></td>
</tr>
<tr>
<td>OWNER</td>
<td>Patrick Casey, 0S420 Prince Crossing Road, West Chicago, Illinois 60185</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>0S430 Morningside Avenue, Winfield, Illinois 60190</td>
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<tr>
<td>PIN</td>
<td>04-14-300-011 &amp; 04-14-300-017</td>
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<td>TWSP./CTY. BD. DIST.</td>
<td>Winfield District 6</td>
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<td>ZONING/LUP</td>
<td>R-1 SF Residence 0-5 DU AC</td>
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<td>AREA</td>
<td>PIN 04-14-300-011: 1.52 (66,211 sq. feet)</td>
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<td></td>
<td>PIN 04-14-300-017: 1.85 (80,586 sq. feet)</td>
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<td>UTILITIES</td>
<td>Well and Sewer</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: June 13, 2018</td>
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<td>PUBLIC HEARING</td>
<td>June 27, 2018</td>
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GENERAL BULK REQUIREMENTS:

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<th>PROPOSED</th>
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<tbody>
<tr>
<td>Front Yard:</td>
<td>40 feet</td>
<td>N/A</td>
<td>40 feet</td>
</tr>
<tr>
<td>Int. Side Yard:</td>
<td>20 feet</td>
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<td>20 feet</td>
</tr>
<tr>
<td>Int. Side Yard:</td>
<td>20 feet</td>
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<td>20 feet</td>
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<tr>
<td>Rear Yard:</td>
<td>50 feet</td>
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<tr>
<td>Height:</td>
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<tr>
<td>Floor Area Ratio:</td>
<td>0.2</td>
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<td>0.2 (Lot 1: 14,117) (Lot 2: 15,229)</td>
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</table>
WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on June 27, 2018 recommends to approve the following zoning relief:

A Variation to reduce lot size: Lot 1 to approximately 70,585 sq. feet and Lot 2 to approximately 76,145 sq. feet.

Subject to the following conditions:

1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-034 Casey on June 27, 2018.

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

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

WHEREAS, the County Board Development Committee on August 7, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

A Variation to reduce lot size: Lot 1 to approximately 70,585 sq. feet and Lot 2 to approximately 76,145 sq. feet.

Subject to the following conditions:

1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-034 Casey on June 27, 2018.

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

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

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

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

A Variation to reduce lot size: Lot 1 to approximately 70,585 sq. feet and Lot 2 to approximately 76,145 sq. feet on the property hereinafter described:

LOTS 45 AND 46 AND THE SOUTH HALF OF THAT PART OF WASHINGTON AVENUE LYING WEST OF THE NORTH EXTENSION OF THE WEST LINE
RIGHT OF WAY LINE OF MORNINGSIDE AVENUE AND EAST OF A LINE 360.0 FEET WEST OF SAID WEST RIGHT OF WAY LINE IN H.M. CORNELL AND COMPANY’S WINFIELD ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1938 AS DOCUMENT 389539 IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-034 Casey on June 27, 2018.

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

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

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Property Owner and Winfield Township Assessor, 130 Arbor Avenue, West Chicago, Illinois 60185.

Enacted and approved this 21st day of August, 2018, A.D., at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Zay, that Ordinance #DC-O-0053-18 (petitioner Schweinberg) be approved and adopted.

Member Khouri left the room to avoid a conflict of interest.

Member Tornatore moved, seconded by Member Zay, that Ordinance #DC-O-0053-18 (petitioner Schweinberg) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
ORDINANCE
DC-O-0053-18
ZP-Z18-035 Schweinberg

WHEREAS, a public hearing was held on June 27, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional use to allow an existing shed on property where the shed has existed more than 5 years, to be less than 10 feet from side property line (approx. 7 feet 5 inches) on the property hereinafter described:


WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 27, 2018 does find as follows:

FINDINGS OF FACT:

A. The Hearing Officer finds that petitioner has demonstrated evidence for a Conditional use to allow an existing shed on property where the shed has existed more than 5 years, to be less than 10 feet from side property line (approx. 7 feet 5 inches).

B. The Hearing Officer finds that petitioner has demonstrated that the existing shed has been in existence prior to when the petitioner purchased the subject property. The petitioner has owned the subject property since approximately March 2018.
C. That petitioner testified that the existing shed has been on the property for approximately 30 years and has been well-maintained.

D. That petitioner testified that the existing shed is used to store lawn mowers and household equipment.

E. The Hearing Officer finds that petitioner has demonstrated that the existing shed does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the property or adjacent properties.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-035 SCHWEINBERG</th>
</tr>
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<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Conditional use to allow an existing shed on property where the shed has existed more than 5 years, to be less than 10 feet from side property line (approx. 7 feet 5 inches).</td>
</tr>
<tr>
<td>(As indicated in the Petitioner's application)</td>
<td></td>
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<tr>
<td>OWNER</td>
<td>Pamela Schweinberg, 17W260 Scheel Drive, Willowbrook, Illinois 60527</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>17W260 Scheel Drive, Willowbrook, Illinois 60527</td>
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<td>PIN</td>
<td>10-03-200-006</td>
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<td>TWSP./CTY. BD. DIST.</td>
<td>Downers Grove S.</td>
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<td>ZONING/LUP</td>
<td>R-3 SF</td>
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<td>AREA</td>
<td>.59 (25,700 sq. feet)</td>
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<td>UTILITIES</td>
<td>Water and Sewer</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: June 13, 2018</td>
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<td>PUBLIC HEARING</td>
<td>Wednesday, June 27, 2018</td>
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GENERAL BULK REQUIREMENTS:

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<td>Front Yard:</td>
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<td>Approx. 122 feet</td>
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<tr>
<td>Int. Side Yard:</td>
<td>10 feet</td>
<td>Approx. 7.22 feet</td>
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<td>Int. Side Yard:</td>
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<td>Approx. 104 feet</td>
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<tr>
<td>Rear Yard:</td>
<td>3 feet</td>
<td>Approx. 72 feet</td>
<td>Approx. 72 feet</td>
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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on June 27, 2018 recommends to approve the following zoning relief:

Conditional use to allow an existing shed on property where the shed has existed more than 5 years, to be less than 10 feet from side property line (approx. 7 feet 5 inches).
Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-035 Schweinberg on June 27, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

WHEREAS, the County Board Development Committee on August 7, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional use to allow an existing shed on property where the shed has existed more than 5 years, to be less than 10 feet from side property line (approx. 7 feet 5 inches).

Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-035 Schweinberg on June 27, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building,
structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
b. The property is conveyed to new ownership.
c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

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

Conditional use to allow an existing shed on property where the shed has existed more than 5 years, to be less than 10 feet from side property line (approx. 7 feet 5 inches) on the property hereinafter described:


The Zoning Relief is subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-035 Schweinberg on June 27, 2018.
2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

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

   b. The property is conveyed to new ownership.

   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

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

   BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Pamela Schweinbert, 17W260 Scheel Drive, Willowbrook, Illinois 60527 and Downers Grove Township Assessor, 4340 Prince Street, Downers Grove, Illinois 60515.

   Enacted and approved this 21st day of August, 2018, A.D., at Wheaton, Illinois.

   Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0054-18 (petitioner Foster) be approved and adopted.

   Member Khouri left the room to avoid a conflict of interest.

   Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0054-18 (petitioner Foster) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan,
Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0054-18
ZP-Z18-036 Foster

WHEREAS, a public hearing was held on June 27, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional Use for Accessory Building (Existing Shed) to remain approximately 2 feet and 6 inches from property line on the property hereinafter described:

LOT 41 IN BRANIGAR’S MEDINAH WOODS UNIT NUMBER 2, A SUBDIVISION OF THE WEST HALF NORTHEAST QUARTER AND THAT PART OF THE WEST HALF SOUTHEAST QUARTER, LYING NORTH OF THE CHICAGO MILWAUKEE MERIDIAN, DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 27, 2018 does find as follows:

FINDINGS OF FACT:

A. The Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use to have an Accessory Building (existing shed) to remain approximately 2 feet and 6 inches from the property line.

B. The Hearing Officer finds that the petitioner has demonstrated that the existing shed has been in existence prior to when the petitioner purchased the subject property, approximately 11 years ago.

C. That petitioner testified that the existing shed has been on the property for approximately 30 years.

D. That petitioner testified that the existing shed is used to store a lawnmower, snow blower, shovels and household equipment.
E. The Hearing Officer finds that petitioner has demonstrated that the existing shed does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the property or adjacent properties.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-036 Foster</th>
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<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Conditional Use for Accessory Building (Existing Shed) to remain approximately 2 feet and 6 inches from property line.</td>
</tr>
<tr>
<td>OWNER</td>
<td>Kim Foster, 7N707 Hawthorne Lane, Medinah Illinois 60157</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>7N707 Hawthorne Lane, Medinah, Illinois 60157</td>
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<tr>
<td>PIN</td>
<td>02-02-202-002</td>
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<td>TWSP./CTY. BD. DIST.</td>
<td>Bloomingdale District 1</td>
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<td>ZONING/LUP</td>
<td>R-3 SF Residence 0-5 DU AC</td>
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<td>AREA</td>
<td>0.63 (27,442 sq. feet)</td>
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<td>UTILITIES</td>
<td>Well and Septic</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: June 13, 2018</td>
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<td>PUBLIC HEARING</td>
<td>June 27, 2018</td>
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GENERAL BULK REQUIREMENTS:

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<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
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<tr>
<td>West Front Yard:</td>
<td>Behind Front Wall</td>
<td>Approx. 155 feet</td>
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<td>North Int. Side Yard:</td>
<td>10 feet</td>
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<td>South Int. Side Yard:</td>
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<tr>
<td>East Rear Yard:</td>
<td>3 feet</td>
<td>Approx. 168 feet</td>
<td>Approx. 168 feet</td>
</tr>
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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on June 27, 2018 recommends to approve the following zoning relief:

Conditional Use for Accessory Building (Existing Shed) to remain approximately 2 feet and 6 inches from property line.

Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-036 Foster on June 27, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
b. The property is conveyed to new ownership.
c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

WHEREAS, the County Board Development Committee on August 7, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use for Accessory Building (Existing Shed) to remain approximately 2 feet and 6 inches from property line.

Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-036 Foster on June 27, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.
5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

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

Conditional Use for Accessory Building (Existing Shed) to remain approximately 2 feet and 6 inches from property line on the property hereinafter described:

LOT 41 IN BRANIGAR’S MEDINAH WOODS UNIT NUMBER 2, A SUBDIVISION OF THE WEST HALF NORTHEAST QUARTER AND THAT PART OF THE WEST HALF SOUTHEAST QUARTER, LYING NORTH OF THE CHICAGO MILWAUKEE MERIDIAN, DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-036 Foster on June 27, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Kim Foster, 7N707 Hawthorne Lane, Medinah, Illinois 60157 and Bloomingdale Township Assessor, 123 North Rosedale, Bloomingdale, Illinois 60108.

Enacted and approved this 21st day of August, 2018, A.D., at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0055-18 (petitioner Miller) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
DC-O-0055-18
ZP-Z18-037 Miller

WHEREAS, a public hearing was held on June 27, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

A Variation requesting to increase (existing) detached garage size, which currently exceeds the allowable 850 sq. feet by approximately 302 sq. feet on the property hereinafter described:

LOT 1 IN JONES ASSESSMENT PLAT, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1967 AS DOCUMENT NUMBER R67-51394, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 27, 2018 does find as follows:
FINDINGS OF FACT:

A. The Hearing Officer finds that petitioner has demonstrated evidence for a Variation requesting to increase (existing) detached garage size, which currently exceeds the allowable 850 sq. feet by approximately 302 sq. feet.

B. The Hearing Officer finds that petitioner has demonstrated that the subject detached garage has been in existence prior to when the petitioner purchased the subject property in November 2013.

C. That petitioner testified that the subject detached garage is used to store a vintage car, lawnmower, snow blower, shovels, children’s toys and household equipment.

D. That petitioner testified that the subject detached garage is illuminated by three (3) flood lights.

E. That petitioner testified that the subject detached garage is currently powered by electricity.

F. The Hearing Officer finds that petitioner has demonstrated that the subject detached garage does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the property or adjacent properties.

GENERAL ZONING CASE INFORMATION

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<th>CASE #/PETITIONER</th>
<th>Z18-037 Miller</th>
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<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Variation requesting to increase (existing) detached garage size, which exceeds the allowable 850 sq. feet by approximately 302 sq. feet</td>
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<tr>
<td>(As indicated in the Petitioners application)</td>
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<tr>
<td>OWNER</td>
<td>Donald &amp; Anne Miller</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>7N279 South Bartlett Road, Bartlett, Illinois 60103</td>
</tr>
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<td>PIN</td>
<td>01-02-301-005</td>
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<td>TWSP./CTY. BD. DIST.</td>
<td>Wayne, District 6</td>
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<td>ZONING/LUP</td>
<td>R-4 SF Residence, 0-5 DU AC</td>
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<td>AREA</td>
<td>.85 (37,026 sq. feet)</td>
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<td>UTILITIES</td>
<td>Well and Septic</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: June 13, 2018</td>
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<td>PUBLIC HEARING</td>
<td>June 27, 2018</td>
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<th>PROPOSED</th>
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<tbody>
<tr>
<td>West Front Yard:</td>
<td>Behind Front Wall</td>
<td>Approx. 109.3 feet</td>
<td>Approx. 109.3 feet</td>
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<td>South Int. Side Yard:</td>
<td>10 feet</td>
<td>Approx. 26.94 feet</td>
<td>Approx. 26.94 feet</td>
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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on June 27, 2018 recommends to approve the following zoning relief:

A Variation requesting to increase (existing) detached garage size, which currently exceeds the allowable 850 sq. feet by approximately 302 sq. feet.

Subject to the following conditions:

1. The Variation zoning relief is for the existing detached garage only, as depicted on the petitioner’s revised site plan made part of Zoning Petition #Z18-037 Miller on July 10, 2018.

2. That petitioner maintains the existing landscaping and fencing around the perimeter of the subject property.

3. That petitioner is not permitted to operate a business out of the subject detached garage.

4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

WHEREAS, the County Board Development Committee on August 7, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

A Variation requesting to increase (existing) detached garage size, which currently exceeds the allowable 850 sq. feet by approximately 302 sq. feet.

Subject to the following conditions:

1. The Variation zoning relief is for the existing detached garage only, as depicted on the petitioner’s revised site plan made part of Zoning Petition #Z18-037 Miller on July 10, 2018.

2. That petitioner maintains the existing landscaping and fencing around the perimeter of the subject property.

3. That petitioner is not permitted to operate a business out of the subject detached garage.

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4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

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

A Variation requesting to increase (existing) detached garage size, which currently exceeds the allowable 850 sq. feet by approximately 302 sq. feet on the property hereinafter described:

LOT 1 IN JONES ASSESSMENT PLAT, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1967 AS DOCUMENT NUMBER R67-51394, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. The Variation zoning relief is for the existing detached garage only, as depicted on the petitioner’s revised site plan made part of Zoning Petition #Z18-037 Miller on July 10, 2018.

2. That petitioner maintains the existing landscaping and fencing around the perimeter of the subject property.

3. That petitioner is not permitted to operate a business out of the subject detached garage.

4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing shed on the property.

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

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and
BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by
the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage
County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health
Department; DuPage County Division of Transportation; Donald & Anne Miller, 7N279 South
Bartlett Road, Bartlett, Illinois 60103 and Wayne Township Assessor, 27W031 North Avenue,
West Chicago, Illinois 60185.

Enacted and approved this 21st day of August, 2018, A.D., at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Healy, that Ordinance #DC-O-0056-18
petitioner Hartung) be approved and adopted. On roll call, Members Anderson, Chaplin,
DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen,
Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
DC-O-0056-18
ZP-Z18-044 Hartung

WHEREAS, a public hearing was held on July 18, 2018 in the DuPage County
Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before
the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

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

Conditional Use to allow an existing detached garage on property where the garage has
existed more than 5 years, to be less than 7.5 feet from interior side property line (approx. 5.45
feet) on the property hereinafter described:

LOT 9 IN BLOCK 1 IN ARTHUR T. McINTOSH AND COMPANY’S FIFTH OGDEN
AVENUE SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER
AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED APRIL 9, 1925 AS DOCUMENT 190963, IN
DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above
requested zoning petition presented at the above hearing and at the recommendation meeting
held on July 18, 2018 does find as follows:

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FINDINGS OF FACT:

A. The Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use to allow an existing detached garage on property where the garage has existed more than 5 years, to be less than 7.5 feet from interior side property line (approx. 5.45 feet).

B. The Hearing Officer finds that the petitioner has demonstrated that the existing detached garage has been in existence prior to when the petitioner purchased the subject property approximately 3 years ago.

C. That petitioner testified that the existing detached garage has been on the subject property for approximately 37 years and that the existing detached garage is in excellent condition.

D. That petitioner testified that the existing detached garage is used as storage for household equipment.

E. The Hearing Officer finds that petitioner has demonstrated that the existing detached garage does not have any impact on adjacent properties and roadways, does not impact drainage, and does not impede ventilation and light to the property or adjacent properties.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE#/PETITIONER</th>
<th>Z18-044 Hartung</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Conditional Use to allow an existing detached garage on property where the garage has existed more than 5 years, to be less than 7.5 feet from interior side property line (approx. 5.45 feet).</td>
</tr>
<tr>
<td>(As indicated in the Petitioners application)</td>
<td></td>
</tr>
<tr>
<td>OWNER</td>
<td>Kristen Hartung, 4315 Ivanhoe Avenue, Lisle, Illinois 60532</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>4315 Ivanhoe Avenue, Lisle, Illinois 60532</td>
</tr>
<tr>
<td>PIN</td>
<td>08-02-401-009</td>
</tr>
<tr>
<td>TWSP./CTY. BD. DIST.</td>
<td>Lisle District 2</td>
</tr>
<tr>
<td>ZONING/LUP</td>
<td>R-4 SF Residence 0-5 DU AC</td>
</tr>
<tr>
<td>AREA</td>
<td>.61 (26,571 sq. feet)</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>Well and Septic</td>
</tr>
<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: July 3, 2018</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>July 18, 2018</td>
</tr>
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</table>

GENERAL BULK REQUIREMENTS:

<table>
<thead>
<tr>
<th>REQUIREMENTS:</th>
<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Front Yard:</td>
<td>Behind front wall of house</td>
<td>Approx. 113.98 feet</td>
<td>Approx. 113.98 feet</td>
</tr>
<tr>
<td>South Int. Side Yard:</td>
<td>7.5 feet</td>
<td>Approx. 5.27 feet</td>
<td>Approx. 5.27 feet</td>
</tr>
<tr>
<td>North Int. Side Yard:</td>
<td>7.5 feet</td>
<td>Approx. 49 feet</td>
<td>Approx. 49 feet</td>
</tr>
<tr>
<td>East Rear Yard:</td>
<td>3 feet</td>
<td>Approx. 190 feet</td>
<td>Approx. 190 feet</td>
</tr>
</tbody>
</table>
WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on July 18, 2018 recommends to approve the following zoning relief:

Conditional Use to allow an existing detached garage on property where the garage has existed more than 5 years, to be less than 7.5 feet from interior side property line (approx. 5.45 feet).

Subject to the following conditions:

1. That the Conditional Use zoning relief is for the existing detached garage only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-044 Hartung on July 18, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That petitioner is not permitted to operate a business out of the subject detached garage.

6. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing detached garage on the property.

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

WHEREAS, the County Board Development Committee on August 7, 2018 considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use to allow an existing detached garage on property where the garage has existed more than 5 years, to be less than 7.5 feet from interior side property line (approx. 5.45 feet).
Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing detached garage only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-044 Hartung on July 18, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   
   b. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That petitioner is not permitted to operate a business out of the subject detached garage.

6. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing detached garage on the property.

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

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

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

Conditional Use to allow an existing detached garage on property where the garage has existed more than 5 years, to be less than 7.5 feet from interior side property line (approx. 5.45 feet) on the property hereinafter described:

LOT 9 IN BLOCK 1 IN ARTHUR T. McINTOSH AND COMPANY’S FIFTH OGDEN AVENUE SUBDIVISION, BEING A SUBDIVISION IN NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1925 AS DOCUMENT 190963, IN DU PAGE COUNTY, ILLINOIS.; and
The Zoning Relief is subject to the following conditions:

1. The Conditional Use zoning relief is for the existing detached garage only, as depicted on the petitioner’s site plan made part of Zoning Petition #Z18-044 Hartung on July 18, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping around the perimeter of the subject property.

4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That petitioner is not permitted to operate a business out of the subject detached garage.

6. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation relative to the existing detached garage on the property.

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

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

   BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Kristen Hartung, 4315 Ivanhoe Avenue, Lisle, Illinois 60532 and Lisle Township Assessor, 4721 Indiana Avenue, Lisle, Illinois 60532.

Enacted and approved this 21st day of August, 2018, A.D., at Wheaton, Illinois.
Member Hart moved, seconded by Member Zay, that Resolution #HHS-R-0371-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
HHS-R-0371-18
APPROVAL OF ISSUANCE OF PAYMENTS BY DU PAGE COUNTY TO ENERGY ASSISTANCE PROVIDERS THROUGH THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT FY19 NO. 19-254028 IN THE AMOUNT OF $2,542,328

WHEREAS, the County of DuPage receives grant funds and administers the Low Income Home Energy Assistance Program (LIHEAP) Energy Assistance State Grant FY19, No. 19-254028, Company 5000 Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the LIHEAP Energy Assistance State Grant FY19 No. 19-254028 is $2,542,328 (TWO MILLION, FIVE HUNDRED FORTY-TWO THOUSAND, THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS); and

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

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of payments for the LIHEAP Energy Assistance State Grant FY19 No. 19-254028, for the period July 1, 2018 through June 30, 2019 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the LIHEAP Energy Assistance State Grant FY19 No. 19-254028, Company 5000 Accounting Unit 1495, for the period July 1, 2018 through June 30, 2019, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of $2,542,328 (TWO MILLION, FIVE HUNDRED FORTY-TWO THOUSAND, THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS).
Member Hart moved, seconded by Member Healy, that Resolution #HHS-P-0211-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
HHS-P-0211-18
AWARDING RESOLUTION ISSUED TO ARXIUM INCORPORATED
FOR SUPPLIES FOR THE MEDICATION DISPENSING UNIT
(CONTRACT TOTAL AMOUNT: $25,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order to ARxIUM Inc., for medication dispensing unit supplies for the DuPage Care Center, for the period August 16, 2018 through August 15, 2019.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, to provide medication dispensing unit supplies for the DuPage Care Center, for the period August 16, 2018 through August 15, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to ARxIUM Inc., 1400 Busch Parkway, Buffalo Grove, Illinois 60089, for a contract total amount of $25,000.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0218-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
HHS-P-0218-18
AWARDING RESOLUTION ISSUED TO
PROFESSIONAL CLINICAL LABORATORIES
D/B/A PCL ALVERNO FOR PATIENT LABORATORY SERVICES
FOR THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT $31,000.00)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order to Professional Clinical Laboratories, d/b/a PCL Alverno, for patient laboratory services (chemistry panels, urinalysis, miscellaneous cultures, etc.) for the DuPage Care Center, for the period August 22, 2018 through August 21, 2019.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for laboratory services (chemistry panels, urinalysis, miscellaneous cultures, etc.) for the DuPage Care Center, for the period August 22, 2018 through August 21, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to PCL Alverno, 2434 Interstate Plaza Drive, Hammond, Indiana 46324, for a contract total amount of $31,000.00, per sole Proposal #P17-136-GV, first of three one-year optional renewals.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0202A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
HHS-P-0202A-17
AMENDMENT TO RESOLUTION HHS-P-0202-17
ISSUED TO DU PAGE FEDERATION/LARC AND
TO INTERPRETERS UNLIMITED INCORPORATED AND
TO DEAF COMMUNICATIONS BY INNOVATION, LLC

WHEREAS, Resolution HHS-P-0202-17 was approved and adopted by the County Board on June 27, 2017, and
WHEREAS, The County of DuPage had published a Request for Proposal (RFP-15-079-LG) to bid for face-to-face interpretation, telephone interpretation and translation services, setting forth the terms, conditions and rate requests; and

WHEREAS, proposals for DuPage Federation/LARC, Interpreters Unlimited Incorporated and Deaf Communications by Innovation, LLC were received to provide State mandated interpretation services; and

WHEREAS, the County issued individual contracts to the above companies in an amount not to exceed $57,000.00; and

WHEREAS, Contract 2649-0001 SERV was issued to DuPage Federation/LARC in the amount of $50,000.00; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 2649-0001 SERV issued to DuPage Federation/LARC in the amount of $8,000.00 for the Senior Services Unit in Community Services.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts Change Order Notice, dated July 18, 2018, to Contract 2649-0001 SERV, issued to DuPage Federation/LARC, to provide face to face and telephonic interpretation to the Senior Services unit, to increase the encumbrance in the amount of $8,000.00, resulting in an amended contract total amount of $58,000.00 for DuPage Federation/LARC.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-CO-0006A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
HHS-CO-0006A-18
AMENDMENT TO RESOLUTION HHS-CO-0006-18
ISSUED TO GREAT LAKES COCA-COLA DISTRIBUTION, LLC
FOR CANNED AND BOTTLED BEVERAGES TO BE SOLD
IN THE THREE (3) COUNTY CAFÉS
(INCREASE CONTRACT $3,500.00)

WHEREAS, a County Contract was approved by the Health and Human Services Committee on April 4, 2017 to Great Lakes Coca-Cola Distribution, LLC in the amount of $24,400.00; and

WHEREAS, Change Order HHS-CO-0006-18 was approved on April 24, 2018 extending the contract through June 30, 2018 and increasing the amount of the contract $5,400.00; and

WHEREAS, the Health and Human Services Committee, recommends changes as stated in the Change Order Notice to increase Contract 2486-0001 SERV issued to Great Lakes Coca-Cola Distribution, LLC in the amount of $3,500.00.

NOW, THEREFORE BE IT RESOLVED that County Board adopts Change Order Notice, dated July 13, 2018, to Contract 2486-0001 SERV, issued to Great Lakes Coca-Cola Distribution, LLC for canned and bottled beverages to be sold in the three (3) County Cafés, to increase the contract total in the amount of $3,500.00, resulting in an amended contract total amount of $33,300.00, an increase of 11.74%.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that a Community Services Manager be authorized to attend the Regional Ombudsman Quarterly Meeting in Springfield, Illinois from August 22-23, 2018, expenses to include transportation, lodging and per diem for approximate total of $390.00 (Senior Grant funded 5000-1720). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that a Community Services - Information and Referral Administrator be authorized to attend the Illinois Alliance of Information and Referral Systems (AIRS) Board Meeting & Annual Conference in Bloomington, Illinois from September 17-19, 2018, expenses to include registration, lodging, miscellaneous (parking, mileage, etc.) and per diem for approximate total of $576.80 (Community Services Block Grant (CSBG) funded). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff,
Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that a Community Services Manager be authorized to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference to maintain the Certified Information and Referral Specialist (C.I.R.S.) certification, in Bloomington, Illinois, from September 17-19, 2018, expenses to include registration, lodging and per diem for approximate total of $489.50 (CSBG Grant funded 5000-1650). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that a Community Services Senior Research Coordinator be authorized to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference to obtain the Resource Specialist (C.R.S.) Certification in Bloomington, Illinois, from September 18-19, 2018, expenses to include registration, lodging, reference materials and per diem for approximate total of $339.75. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that Two (2) Community Services Senior Services staff members be authorized to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference training to obtain/maintain the Certified Information and Referral Specialist Aging/Disabled (C.I.R.S.) A/D Certification, in Bloomington, Illinois, from September 18-19, 2018, expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.) and per diem for approximate combined total of $789.50 (Senior Grant funded 5000-1720). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that Three (3) LIHEAP Community Services staff members be authorized to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference training to obtain/maintain the Certified Information and Referral Specialist (C.I.R.S.) Aging/Disabled (A/D) certification, in Bloomington, Illinois, from September 18-19, 2018, expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.) and per diem for approximate combined total of $1,290.00 (LIHEAP Grant funded 5000-1420). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that Four (4) Community Services Information & Referral Specialists be authorized to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference to obtain/maintain the Certified Information and Referral Specialist (C.I.R.S.) Aging/Disabled (A/D) certification, in Bloomington, Illinois, from September 18-19, 2018, expenses to include registration, lodging and per diem for approximate combined total of $1,279.00 (CSBG Grant funded 5000-1650). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that Two (2) LIHEAP Community Services Staff be authorized to attend the Annual LIHEAP Policy and Procedure workshop in Springfield, Illinois from August 28-29, 2018, expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.) and per diem for approximate combined total of $850.00 (LIHEAP Grant funded 5000-1420). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Eckhoff moved, seconded by Member Larsen, that Resolution #JPS-P-0212-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Gavanes was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0212-18
AWARDING RESOLUTION TO LOGICALIS, INC.
TO PROVIDE IBM LENOVO PROFESSIONAL TECHNICAL SUPPORT
ALONG WITH HARDWARE AND SOFTWARE FOR THE COMPUTER SYSTEM
(CONTRACT TOTAL AMOUNT: $205,331.62

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

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WHEREAS, the Judicial/Public Safety recommends County Board approval for the issuance of a contract purchase order to Logicalis Inc., to provide IBM Lenovo Professional Technical Support along with hardware and software for the computer system for the period September 1, 2018 to August 31, 2019 for the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to provide IBM Lenovo Professional Technical Support along with hardware and software for the computer system for the period September 1, 2018 to August 31, 2019 for the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Logicalis Inc., 2600 South Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48302, for a contract total amount not to exceed $205,331.62.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

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

WHEREAS, the lowest most responsible bidder has been designated the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Der Graphics and Custom Filing Inc., for the 2019 Case Filing System, for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that said contract for the 2019 Case Filing System for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to De Graphics and Custom Filing Inc., 1875 55E Avenue, Dorval, Quebec, Canada H9P 2W3, for a contract total not to exceed $34,213.00.
Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that Resolution #JPS-P-0214-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Gavanes was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0214-18
AWARDING RESOLUTION ISSUED TO TELELANGUAGE, INC.
FOR THE PURCHASE OF VIDEO REMOTE AND TELEPHONIC
INTERPRETING SERVICES FOR THE CIRCUIT COURT
(CONTRACT TOTAL AMOUNT $30,000.00)

WHEREAS, a proposal has been submitted and processed in accordance with County Board Policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Telelanguage, Inc., for the purchase of Remote Video and Telephonic Interpreting Services for the period of September 1, 2018 through August 31, 2019 for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, the County Contract covering said, for Video Remote and Telephonic interpreting services for the Court, for the period of September 1, 2018 through August 31, 2019, for the 18th Judicial Circuit Court, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Telelanguage, Inc., 514 SW 6th Avenue, 4th Floor, Portland, Oregon 97204 for a Contract total amount not to exceed $30,000.00, per RFP 17-196-JM.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that an OHSEM Director be authorized to travel to Springfield, Illinois on September 4-6, 2018 to attend the IEMA Training Summit. Costs are being are covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Gavanes was not present at the time of roll call. Motion carried.
Member Eckhoff moved, seconded by Member Elliott, that an OHSEM Supervisor be authorized to travel to Springfield, Illinois on September 4-6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Gavanes was not present at the time of roll call. Motion carried.

Member Eckhoff moved, seconded by Member Elliott, that an OHSEM Coordinator be authorized to travel to Springfield, Illinois on September 4-6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Gavanes was not present at the time of roll call. Motion carried.

Member Eckhoff moved, seconded by Member Elliott, that an OHSEM Specialist be authorized to travel to Springfield, Illinois on September 4-6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Gavanes was not present at the time of roll call. Motion carried.

Member Healy moved, seconded by Member Puchalski, that Resolution #FM-P-0215-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FM-P-0215-18

AWARDING RESOLUTION ISSUED TO FOX VALLEY FIRE & SAFETY CO. FOR PREVENTATIVE MAINTENANCE, TESTING AND REPAIR OF THE NON-EDWARDS SYSTEM TECHNOLOGY FIRE ALARM & LIFE SAFETY SYSTEMS FOR COUNTY FACILITIES FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $161,170.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Fox Valley Fire & Safety Co., for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period August 28, 2018 through August 27, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period August 28, 2018 through August 27, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Fox Valley Fire & Safety Co., 2730 Pinnacle Drive, Elgin, Illinois 60124, for a total contract amount not to exceed $161,170.00, (Facilities Management portion is $148,200.00, Animal Services portion is $3,570.00, Division of Transportation portion is $2,400.00 and Public Works portion is $7,000.00), per lowest responsible bid #18-153-GV.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Larsen, that Resolution #FM-P-0216-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FM-P-0216-18
AWARDING RESOLUTION ISSUED TO WAREHOUSE DIRECT INC.
FOR MAINTENANCE, REPAIR, REPAIR PARTS FOR JANITORIAL
CLEANING EQUIPMENT AND HOST CLEANING PRODUCTS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $25,000.00)

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

WHEREAS, the Public Works Committee recommends County Board Approval for the issuance of a County Contract, for maintenance, repair, repair parts for janitorial cleaning equipment and host cleaning products, for the period August 24, 2018 through August 23, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for maintenance, repair, repair parts for janitorial cleaning equipment and host cleaning products, for the period August 24, 2018 through August 23, 2019, for Facilities Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Warehouse Direct Inc., 2001 South Mount Prospect Road, Des Plaines, Illinois 60018, for a total contract amount not to exceed $25,000.00, per renewal option under bid #16-157-BF, first option to renew.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #FM-P-0217-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FM-P-0217-18
AWARDING RESOLUTION ISSUED TO ADVENT SYSTEMS, INC.
FOR SECURITY SYSTEM MAINTENANCE AND REPAIR SERVICES
AS NEEDED FOR THE JAIL, JUDICIAL OFFICE FACILITY AND
WORK RELEASE FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $33,042.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Advent Systems, Inc., for security system maintenance and repair services, as needed, for the Jail, Judicial Office Facility and Work Release, for the period September 14, 2018 through September 13, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for security system maintenance and repair services, as needed, for the Jail, Judicial Office Facility and Work Release, for the period September 14, 2018 through September 13, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Advent System, Inc., 435 West Fullerton Avenue, Elmhurst, Illinois 60126, for a total contract amount not to exceed $33,042.00, per renewal option under bid award #16-159-BF, second option to renew.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0219-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
PW-P-0219-18
AWARDING RESOLUTION TO CURRIE MOTORS FOR THE PURCHASE OF TWO (2) 2018 FORD ESCAPES FOR PUBLIC WORKS DEPARTMENT (COUNTY COST OF: $38,784.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when such purchases were made by competitive selection as provided in Section 4 of the Act; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a County Contract for purchase of two (2) 2018 Ford Escapes, for the Department of Public Works, per Suburban Purchasing Cooperative Contract #165, pricing in compliance with 30 ILCS 525/2 “Government Joint Purchasing Act”.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the purchase of two (2) 2018 Ford Escapes, for the Department of Public Works be, hereby approved for issuance of a contract purchase order by the Procurement Division to Currie Motors, 9423
West Lincoln Highway, Frankfort, Illinois 60423 for a contract total amount not to exceed $38,784.00.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0220-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
PW-P-0220-18
AWARDING RESOLUTION ISSUED TO PARKSON CORPORATION FOR REHABILITATION OF THE AQUA GUARD BAR/FILTER SCREEN AT THE KNOLLWOOD WASTEWATER TREATMENT FACILITY (TOTAL AMOUNT: $319,908.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Parkson Corporation for rehabilitation of the Aqua Guard bar/filter screen at the Knollwood Wastewater Treatment Facility, for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for rehabilitation of the Aqua Guard bar/filter screen at the Knollwood Wastewater Treatment Facility, for the Public Works Department, be, and is hereby approved for issuance of a contract purchase order by the Procurement Division to Parkson Corporation, 562 Bunker Court, Vernon Hills, Illinois 60061-1831, for a contract total amount not to exceed $319,908.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Puchalski, that Ordinance #SM-O-0057-18, Stormwater Review Permit Fees for Chapter 15 of the DuPage County Code - DuPage County Countywide Stormwater and Flood Plain Ordinance, be approved and adopted.
Member Zay moved, seconded by Member Elliott, that the rules be waived to dismiss the requirement of a First and Second Reading. On voice vote, motion carried.

Member Zay moved, seconded by Member Puchalski, that Ordinance #SM-O-0057-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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ORDINANCE
SM-O-0057-18

STORMWATER REVIEW PERMIT FEES FOR CHAPTER 15
OF THE DU PAGE COUNTY CODE - DU PAGE COUNTY COUNTYWIDE
STORMWATER AND FLOOD PLAIN ORDINANCE

WHEREAS, the County of DuPage (“COUNTY”) pursuant to authority granted it under 55 ILCS 5/5-1062 and 5/5-15001 et seq., and other applicable authority, adopted the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereinafter referred to as the “Stormwater Ordinance”); and

WHEREAS, the Stormwater Ordinance is further identified as Appendix F to the DuPage County Stormwater Management Plan (“PLAN”), and was originally adopted by the County by Ordinance SMO-0001-91 on September 24, 1991; and

WHEREAS, the Stormwater Ordinance has been periodically amended from time to time by the ordinances of the DuPage County Board; and

WHEREAS, the principle purpose of the Stormwater Ordinance is to promote effective, equitable, acceptable, and legal stormwater management measures; and

WHEREAS, Section 15-42 of the Stormwater Ordinance establishes that a review and inspection fee schedule for reviews performed by the County is attached to the Stormwater Ordinance as Schedule A and by reference thereto is incorporated into the Stormwater Ordinance; and

WHEREAS, when the Stormwater Management Committee initially adopted its schedule of stormwater permit review fees in 1992, the Committee established criteria that costs directly attributable to processing stormwater permits were to be recovered through the review fees charged by the County; and

WHEREAS, the Committee policy to recover direct costs from the permitting program has been, and continues to be, followed for subsequent amendments to the stormwater review permit fee schedule; and
WHEREAS, the Committee has determined that it is in the best interest of the COUNTY and its residents, and in accordance with the Committee’s policy to amend its Stormwater Review Permit Fees as proposed on the attached Schedule for the reasons stated above; and

WHEREAS, the Stormwater Management Committee recommended that the proposed Stormwater Review Permit Fees take effect immediately upon approval and adoption by the DuPage County Board.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board, that the Stormwater Review Permit Fees are adopted as stated on the attached Schedule of Stormwater Review Permit Fees; and

BE IT FURTHER ORDAINED by the DuPage County Board pursuant to authority granted to the County of DuPage by the Illinois General Assembly the Schedule A of the DuPage County Countywide Stormwater and Flood Plain Ordinance, Chapter 15 of the DuPage County Code be hereby amended, in its entirety, by the adoption of the attached Schedule A; and

BE IT FURTHER ORDAINED by the DuPage County Board that the attached Schedule A of the DuPage County Countywide Stormwater and Flood Plain Ordinance, Chapter 15 of the DuPage County Code, and the amended Stormwater Review Permit Fees established therein, shall become effective August 14, 2018; and

BE IT FURTHER ORDAINED that the County Clerk shall make said Stormwater Review Permit Fees available for public inspection by seasonably posting same at his offices at the Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois and on the County’s Internet website.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Puchalski, that the Committee be discharged in order to consider Item #2018-194, a Recommendation for the approval of a contract purchase order to Xylem DeWatering Solutions, Inc., for Quarry Dewatering System for Stormwater Management, for a contract total amount not to exceed $11,430.00; per Lowest Responsible Quote #Z18-170-GV. On voice vote, motion carried.

Member Zay moved, seconded by Member Healy, that Item #2018-194 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Wiley moved, seconded by Member Krajewski, that Resolution #TE-P-0221-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
TE-P-0221-18
AWARDING RESOLUTION TO DYNAMIC SOLUTIONS GROUP, LLC
D/B/A THE FAX GUYS
FOR RIGHT FAX HARDWARE, LICENSING AND SUPPORT
(CONTRACT TOTAL: $25,725.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Dynamic Solutions Group, LLC, d/b/a The Fax Guys for the procurement of Right Fax hardware, licensing, and support, for the period of September 1, 2018 through September 1, 2019, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that the contract, covering said, for the procurement of Right Fax hardware, licensing, and support, for the period of September 1, 2018 through September 1, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order, by the Procurement Division to Dynamic Solutions Group, LLC, d/b/a The Fax Guys, 11975 Portland Avenue, Suite 110, Burnsville, Minnesota 55337, for a contract total amount of $25,725.00, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Elliott, that Resolution #TE-P-0222-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
TE-P-0222-18
AWARDING RESOLUTION TO INFOR (US) INC. FOR PAYMENT OF OUTSTANDING DELIVERABLES AND FINAL ACCEPTANCE OF ERP IMPLEMENTATION (CONTRACT TOTAL AMOUNT $193,740.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Infor (US) Inc., for final payment of outstanding deliverables and final acceptance of the ERP implementation, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract for final payment of outstanding deliverables and final acceptance of the ERP implementation, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Infor (US) Inc., NW 7418, PO Box 1450, Minneapolis, Minnesota 55485-7418, for a contract total amount of $193,740.00.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Elliott, that Resolution #TE-P-0015A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
TE-P-0015A-18
AMENDMENT TO RESOLUTION TE-P-0015-18 COUNTY CONTRACT 2997-0001-SERV ISSUED TO P&M HOLDING GROUP, LLP D/B/A PLANTE MORAN, PLLC FOR PROFESSIONAL SERVICES TO PREPARE A NEEDS ASSESSMENT, DEVELOP A PLAN OF ACTION AND DEVELOP AN RFP FOR A REPLACEMENT REAL ESTATE AND TAX SYSTEM (INCREASE ENCUMBRANCE $43,610.00, 19.30%)

WHEREAS, County Resolution TE-P-0015-18 was approved and adopted by the County Board on December 12, 2017; and
WHEREAS, the Technology Committee recommends changes as stated in the Change Order Notice to County Contract 2997-0001-SERV issued to P&M Holding Group, LLP d/b/a Plante Moran, PLLC for professional services to prepare and assist DuPage County with a needs assessment, development of a plan of action, and development of an RFP for a replacement Real Estate and Tax System, for Information Technology, to increase the contract amount by $43,610.00 in order to add the next phase in which Plante Moran will assist with vendor selection and procurement, resulting in an amended contract total of $269,610.00, an increase of 19.30%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 2997-0001-SERV issued to P&M Holding Group, LLP, d/b/a Plante Moran, PLLC for professional services to prepare and assist DuPage County with a needs assessment, development of a plan of action, and development of an RFP for a replacement Real Estate and Tax System, for Information Technology, to increase the contract amount by $43,610.00 in order to add the next phase in which Plante Moran will assist with vendor selection and procurement, resulting in an amended contract total of $269,610.00, an increase of 19.30%.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Zay, that a GIS Manager be authorized to attend the Pictometry FutureView Conference in Austin, Texas from August 27-30, 2018, for an approximate cost of $341.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.


Member Puchalski moved, seconded by Member Krajewski, that Resolution #DT-R-0364-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-R-0364-18
AWARDING RESOLUTION
TO A LAMP CONCRETE CONTRACTORS, INC.
CH 25/MEYERS ROAD, FROM 16TH STREET TO 18TH STREET
DRAINAGE IMPROVEMENTS
SECTION 18-00201-03-DR
(COUNTY COST: $139,288.85)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for drainage improvements along CH 25/Meyers Road, from 16th Street to 18th Street, Section 18-00201-03-DR, setting forth the terms, conditions and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Lamp Concrete Contractors, Inc.</td>
<td>$139,288.85</td>
</tr>
<tr>
<td>Martam Construction, Inc.</td>
<td>$143,248.50</td>
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<td>Landmark Contractors, Inc.</td>
<td>$151,728.56</td>
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<td>Copenhaver Construction, Inc.</td>
<td>$165,000.00</td>
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<td>Alliance Contractors, Inc.</td>
<td>$167,073.10</td>
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</tbody>
</table>

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to A Lamp Concrete Contractors, Inc. for their submission of the lowest, most responsible bid in the amount of $139,288.85.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to A Lamp Concrete Contractors, Inc., 1900 Wright Boulevard, Schaumburg, Illinois 60193, for their bid of $139,288.85; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:
BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with A Lamp Concrete Contractors, Inc.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0366-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION DT-R-0366-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND DOWNERS GROVE TOWNSHIP ROAD DISTRICT 2018 ROAD MAINTENANCE PROGRAM SECTION 18-03000-01-GM (NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Downers Grove Township Road District (hereinafter referred to as the TOWNSHIP) are authorized by the 1970 Illinois Constitution, Article VII, Paragraph 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax funds, and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (hereinafter referred to as IDOT), enter into contracts for improvements to TOWNSHIP roads using said Township Motor Fuel Tax funds; and
WHEREAS, the COUNTY, on behalf of the TOWNSHIP, will publish a contract proposal for Section 18-03000-01-GM (hereinafter referred to as the PROJECT) setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated cost of said PROJECT is $569,410.62; and

WHEREAS, the COUNTY is holding on deposit $100,000.00 in TOWNSHIP Motor Fuel Tax funds which has been authorized by IDOT for use on the PROJECT; and

WHEREAS, it is necessary for the COUNTY to pay the remaining balance of the PROJECT cost with additional funds received from the TOWNSHIP; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the financial arrangement between the COUNTY and the TOWNSHIP; and

WHEREAS, said Agreement must be executed and funds received from the TOWNSHIP before the PROJECT may proceed.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced Agreement with the TOWNSHIP; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the Downers Grove Township Highway Commissioner, by and through the Division of Transportation.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0209-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-P-0209-18
AWARDING RESOLUTION
ISSUED TO ROLAND MACHINERY EXCHANGE
D/B/A ROLAND MACHINERY COMPANY
TO FURNISH AND DELIVER TWO (2) TANDEM ROLLERS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $168,310.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Roland Machinery Exchange, d/b/a Roland Machinery Company, to furnish and deliver two (2) tandem rollers for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) tandem rollers for the Division of Transportation, is hereby approved for issuance to Roland Machinery Exchange, d/b/a Roland Machinery Company, 220 North East Frontage Road, Bolingbrook, Illinois 60440, for a contract total not to exceed $168,310.00; per lowest responsible bid #18-107-LG.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Wiley, that Resolution #DT-P-0210-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Standard Equipment Company, to furnish and deliver (1) Street Sweeper for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver (1) Street Sweeper for the Division of Transportation, is hereby approved for issuance to Standard Equipment Company, 2033 West Walnut Street, Chicago, Illinois 60612 for a contract total not to exceed $326,574.00; per lowest responsible bid #18-103-LG.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.


ORDINANCE
DT-O-0047-18
ALTERATION OF SPEED LIMIT
WINFIELD TOWNSHIP
VARIOUS STREETS
FROM 30 MPH TO 25 MPH

WHEREAS, at the request of the Winfield Township Highway Commissioner, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along various streets in the DuPage Highlands Subdivision within Winfield Township; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper along said various streets in the DuPage Highlands Subdivision within Winfield Township, as noted in the following Schedule, for which the Winfield Township Highway Department has maintenance responsibility and which are not under the jurisdiction of the Illinois Department of Transportation.
### SCHEDULE

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<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH</th>
<th>PROPOSED SPEED LIMIT (MPH)</th>
<th>EXISTING SPEED LIMIT (MPH)</th>
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<td>S. Dead End</td>
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NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced streets shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward two (2) certified copies of this Ordinance to the DuPage County Division of Transportation; and

BE IT FURTHER ORDAINED, that the DuPage County Clerk shall cause to be published a copy of this Ordinance in a newspaper of general circulation within the area.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

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RESOLUTION
DT-R-0355A-17
AMENDMENT TO RESOLUTION DT-R-0355-17
ISSUED TO BROTHERS ASPHALT PAVING, INC.
2017 DOWNERS GROVE TOWNSHIP
ROAD RESURFACING PROGRAM
SECTION 17-03000-01-GM
(DECREASE $3,465.39 AND CLOSE; -0.62%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0355-17 on August 22, 2017; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0355-17 to Brothers Asphalt Paving, Inc., for the 2017 Downers Grove Township Road Resurfacing Program, Section 17-03000-01-GM; and

WHEREAS, the current contract total amount is $561,489.38; and

WHEREAS, Brothers Asphalt Paving, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of $3,465.39, resulting in a final County cost of $558,023.99, a decrease of 0.62%.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0008A-10 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-R-0008A-10
AMENDMENT TO RESOLUTION DT-0008-10
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE VILLAGE OF GLEN ELLYN
CH 7/ST. CHARLES STREET AT RIFORD ROAD
SECTION 03-00297-02-CH
(DECREASE $65,229.04 AND CLOSE; -18.47%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-0008-10
which authorized the execution of an Intergovernmental Agreement between the County of
DuPage (hereinafter referred to as COUNTY) and the Village of Glen Ellyn (hereinafter referred
to as VILLAGE) for intersection improvements at CH 7/St. Charles Road at Riford Road,
Section 03-00297-02-CH (hereinafter referred to as PROJECT); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the
Division of Transportation is $353,090.00; and

WHEREAS, the PROJECT has been completed and there are allocated and unexpended
COUNTY funds remaining under the above referenced Agreement; and

WHEREAS, it is in the best interest of the COUNTY to de-obligate the funds obligated
per the above referenced Resolution, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the funds
obligated per the Agreement between the COUNTY and the VILLAGE for the PROJECT are
hereby decreased in the amount of $65,229.04, resulting in a final COUNTY cost of
$287,860.96, a decrease of 18.47%.

Enacted and approved this 14th day of August, 2018, at Wheaton, Illinois.

Under Unfinished Business, Member DiCianni stated that the Governor came to Elmhurst
to sign an amendment to the Annie LeGere bill that would encourage medical professionals’
participation in the initiative to equip police officers with epinephrine auto-injectors (EpiPens)
for allergy-related emergencies. He thanked him for his leadership.

Member Elliott moved, seconded by Member Khouri, that pursuant to Open Meetings
Act Sec. 2(c)(11), the Board go into Executive Session for the purpose of discussing pending
litigation. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavan, Grant,
Grasso, Hart, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Healy, Khouri and Krajewski were not present at the time of roll call. Motion carried.

Meeting reconvened. Member Elliott moved, seconded by Member Wiley, that this meeting of the County Board of DuPage County be adjourned to Tuesday, August 28, 2018 at 10:00 A.M. On voice vote, motion carried.

Paul Hinds, County Clerk
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Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255** Date 08/24/18  
Time 13:26

**Bank Account Payment History**

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Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD

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**AP255 Date 08/24/18**  
**Time 13:29**  

**Pay Group**: 1100 GENERAL GOVERNMENT PAY GROUP  
**Currency**: USD  

**Cash Code**: 1414  
**Bank**: 071923909  

**Payment Date Range**: 08/24/18 thru 08/24/18  

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**Payment Code**: CHK  

**Cash Code**: 1414  

**Pay Group**: 1100 USD  

**Payment Count**: 74

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*Attachment: 08-24-18 - Paylist (17-18-904 : 8/24/18 Paylist)*
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Class C Accounts Payable

- Payment Date: 082418 - 082418
- Payment Numbers: -
- Payment Code: -
Bank Account Payment History

AP255 Date 08/24/18 Time 13:30

Payment Group 1200 HEALTH AND WELFARE PAY GROUP USD

Bank Account Payment History

Cash Code 1414 Bank 071923909
Payment Code ACH

Payment Date Range 08/24/18 thru 08/24/18 Payment Currency USD

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## Payment History

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**AP255 Date 08/24/18 Time 13:31**

**Pay Group 1300 PUBLIC SAFETY PAY GROUP USD**

**Bank Account Payment History**

**Payment Date Range 08/24/18 thru 08/24/18**

**Payment Currency USD**

**Cash Code 1414 Bank 071923909**

**Payment Code ACH**

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Pay Group: 1400
Cash Code: 1414

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- MCLEAN COUNTY
- MIDWEST ROI INC
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**Cash Code 1414 Total**

- **Payment Count**: 16
- **Total**: 24,645.13
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**Pay Group 1400 USD Total**

- **Payment Count**: 16
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Payment Count 2

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- Payment Count: 62
- Total: 326,755.51

**Cash Code 1414 Total**
- Payment Count: 64
- Total: 333,458.12

**Pay Group 1500 USD Total**
- Payment Count: 64
- Total: 333,458.12

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Attachment: 08-24-18 - Paylist (17-18-904 : 8/24/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414

Class C Accounts Payable

Payment Date: 082418 - 082418
Payment Numbers: -
Payment Code: 7.C.a
### Bank Account Payment History

**AP255** Date 08/24/18  
**Time:** 13:38  
**Payment Group:** 1600 CONSERV & RECREATION PAY GROUP  
**USD**  
**Cash Code:** 1414  
**Bank:** 071923909  
**Payment Code:** CHK  
**Payment Date Range:** 08/24/18 thru 08/24/18  
**Payment Currency:** USD

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**Attachment: 08-24-18 - Paylist (17-18-904 : 8/24/18 Paylist)**
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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414
Class C Accounts Payable

Payment Date: 082418 - 082418
Payment Numbers: -
Payment Code: -
# Bank Account Payment History

**AP255** Date 08/24/18  
**Time 13:40**

**Bank Account Payment History**

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**Bank 071923909**

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Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414

Class C Accounts Payable

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**Payment Currency** USD  
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Class C Accounts Payable
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Payment Numbers: -
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**Time 13:27**

**Cash Code 1414**
**Bank 071923909**

**Payment Date Range** 08/28/18 thru 08/28/18

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**Total Payment Count:** 18

**Total Cash Code 1414:** 7,930.82

**Total Purchase Order 1100 USD:** 7,930.82
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AP255 Date: 08/28/18           JOB SUBMISSION PARAMETERS
Time: 13:28
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414        Class C Accounts Payable
Payment Date: 082818 - 082818
Payment Numbers: -
Payment Code: 7.D.a

### Bank Account Payment History

**AP255** Date 08/28/18  
**Time** 13:28  
**Pay Group** 1200 HEALTH AND WELFARE PAY GROUP  
**USD**  
**Bank Account Payment History**  
**Payment Date Range** 08/28/18 thru 08/28/18  
**Payment Currency** USD  
**Cash Code** 1414  
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**Payment Code** ACH  

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## Bank Account Payment History

**AP255 Date**: 08/28/18  
**Time**: 13:28  
**Cash Code**: 1414  
**Bank**: 071923909  
**Payment Code**: CHK  
**Payment Date Range**: 08/28/18 thru 08/28/18  
**Payment Currency**: USD  

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**Pay Group 1200 USD Total**: 74,359.89  
**Payment Count**: 25
User Name: DP\ERP.FNMAW  
Job Name: PMTHISTORY  
Step Nbr: 4

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Bank Account Payment History

AP255 Date 08/28/18                  Pay Group 1300 PUBLIC SAFETY PAY GROUP USD
Time 13:28                           Bank Account Payment History

Cash Code 1414 Bank 071923909         Payment Date Range 08/28/18 thru 08/28/18
Payment Code CHK                      Payment Currency USD

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*** Payment Code CHK Total 294.15 Payment Count 4
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*** Pay Group 1300 USD Total 294.15 Payment Count 4

Packet Pg. 157
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

Payment Date: 082818 - 082818
Payment Numbers: -
Payment Code: 7.D.a
## Bank Account Payment History

**AP255 Date 08/28/18**
**Time 13:29**
**Pay Group 1400 JUDICIAL PAY GROUP**
**USD**

**Cash Code 1414**
**Bank 071923909**

**Payment Code ACH**

**Payment Date Range** 08/28/18 thru 08/28/18
**Payment Currency** USD

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**Payment Count 2**

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**Payment Code ACH Total** 26,702.42
**Net Payment Amo** 26,702.42

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**Payment Date Range**: 08/28/18 thru 08/28/18  
**Payment Currency**: USD

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**Total Payment Count**: 13 | 15 | 15

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**Total Cash Code 1414**: 63,219.39 | 0.00 | 63,219.39  
**Total Payment Count**: 15

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**Total Pay Group 1400 USD**: 63,219.39 | 0.00 | 63,219.39  
**Total Payment Count**: 15
**Bank Account Payment History**

**User Name:** DP\ERP.FNMAW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 6

| Pay Group: | 1500 | Class C Accounts Payable |
| Cash Code: | 1414 |                           |
| Payment Date: | 08/28/18 - 08/28/18 |
| Payment Numbers: | - |
| Payment Code: | - |

**Attachment:** 08-28-18 - Paylist (17-18-906 : 08/28/2018 Paylist)
## Bank Account Payment History

**AP255 Date 08/28/18**

**Time 13:29**

**Bank Account Payment History**

**Cash Code** 1414  **Bank** 071923909

**Payment Code** CHK

### Payment Date Range

08/28/18 thru 08/28/18  **Payment Currency** USD

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| Vendor | 26102 HBK17092307 | IX 100 | 08/23/18 | 21,388.73 | 0.00 | 21,388.73 |
| Vendor | 26102 HBK17092308 | IX 100 | 09/06/18 | 15,874.22 | 0.00 | 15,874.22 |
| **Total** | 37,262.95 | **Total** | 0.00 | **Total** | 37,262.95 |

| Payment Number | 1073003 Payment Date 08/28/18 | Vendor | 10352 | MONROE TRUCK EQUIPMENT INC | Status Issued | 2,689.68 | 0.00 | 2,689.68 |
| Vendor | 10352 5380330 | IX 100 | 08/25/18 | 2,689.68 | 0.00 | 2,689.68 |
| **Total** | 2,689.68 | **Total** | 0.00 | **Total** | 2,689.68 |

| Payment Number | 1073004 Payment Date 08/28/18 | Vendor | 11016 | STV INC | Status Issued | 86,390.37 | 0.00 | 86,390.37 |
| Vendor | 11016 20101726-02 | IX 100 | 08/17/18 | 86,390.37 | 0.00 | 86,390.37 |
| **Total** | 86,390.37 | **Total** | 0.00 | **Total** | 86,390.37 |

**Payment Code CHK Total**

- **Payment Count** 4

**Cash Code 1414 Total**

- **Payment Count** 4

**Pay Group 1500 USD Total**

- **Payment Count** 4

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**AP255 Date 08/28/18**

**Time 13:30**

**Pay Group 1600 CONSERV & RECREATION PAY GROUP USD**

**Bank Account Payment History**

**Payment Date Range 08/28/18 thru 08/28/18**

**Payment Currency USD**

**Cash Code 1414**

**Bank 071923909**

**Payment Code ACH**

| Payment Count | 6 |

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## Bank Account Payment History

**AP255 Date 08/28/18**

**Time 13:30**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

**Payment Date Range 08/28/18 thru 08/28/18**

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*** Pay Group 1600 USD Total 235,785.16 0.00 235,785.16
Bank Account Payment History

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Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
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Payment Code:

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- Payment Count: 24
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*** Pay Group 2000 USD Total
- Payment Count: 24
- Total: 29,965.43
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- 29,965.43
Bank Account Payment History

AP255 Date: 08/28/18           JOB SUBMISSION PARAMETERS
Time: 13:30

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414        Class C Accounts Payable

Payment Date: 08/28/18 - 08/28/18
Payment Numbers: -
Payment Code: 7.D.a
### Bank Account Payment History

**AP255 Date 08/28/18**

**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**

**Bank Account Payment History**

**Payment Date Range** 08/28/18 thru 08/28/18

**Payment Currency** USD

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**Payment Number** 1073081 Payment Date 08/28/18 Vendor 27457

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**Payment Code CHK Total**

**Cash Code 1414 Total**

**Pay Group 5000 USD Total**
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414
Class C Accounts Payable

Payment Date: 082818 - 082818
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**Payment Code ACH Total**

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**Payment Count**

1
## Bank Account Payment History

**AP255 Date 08/28/18**

**Time 13:32**

**Payment Date Range** 08/28/18 thru 08/28/18

**Cash Code** 1414  **Bank** 071923909  **Payment Code** CHK

**Payment Code** CHK

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**Payment Count 3**

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**Pay Group 6000 USD Total Payment Count 3**

**Payment Code CHK Total Payment Count 2**

**Payment Total 334,679.28**

**Payment Count 2**

**Payment Total 2,790.00**

**Payment Count 3**

**Payment Total 336,421.78**
Pay Group: 1000
Cash Code: 1414

Class C Accounts Payable

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- **Time:** 12:26

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| Payment Code | CHK |

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**Payment Currency:** USD

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94,329.52

**Cash Code CHK Total**

95,129.52

**Pay Group CHK Total**

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## Bank Account Payment History

### Payment Details
- **AP255 Date**: 08/31/18
- **Time**: 12:27
- **Bank Account Payment History**
- **Pay Group**: 1200 HEALTH AND WELFARE PAY GROUP
- **Payment Date Range**: 08/31/18 thru 08/31/18
- **Payment Currency**: USD
- **Cash Code**: 1414
- **Bank**: 071923909
- **Payment Code**: CHK

### Vendor Payment History

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- **Vendor Number**: 1073198
- **Invoice**: 10682
- **Due Date**: 09/13/18
- **Discount Amount**: 0.00
- **Net Payment Amount**: 14.65 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 20237
- **Vendor**: 20237 EXP20180801
- **Due Date**: 08/28/18
- **Deposit Date**: 08/08/18
- **Payment Total**: 60.00 USD
- **Deposit Date**: 08/08/18
- **Payment Total**: 60.00 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 1073200
- **Vendor**: 26998
- **Due Date**: 09/14/18
- **Deposit Date**: 09/14/18
- **Payment Total**: 965.86 USD
- **Deposit Date**: 09/14/18
- **Payment Total**: 965.86 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 1073202
- **Vendor**: 10299
- **Due Date**: 09/06/18
- **Deposit Date**: 09/06/18
- **Payment Total**: 2,612.94 USD
- **Deposit Date**: 09/06/18
- **Payment Total**: 2,612.94 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 1073203
- **Vendor**: 10267
- **Due Date**: 09/01/18
- **Deposit Date**: 09/01/18
- **Payment Total**: 410.68 USD
- **Deposit Date**: 09/01/18
- **Payment Total**: 410.68 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 1073204
- **Vendor**: 11109
- **Due Date**: 08/26/18
- **Deposit Date**: 08/26/18
- **Payment Total**: 486.95 USD
- **Deposit Date**: 08/26/18
- **Payment Total**: 486.95 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 1073205
- **Vendor**: 12682
- **Due Date**: 08/06/18
- **Deposit Date**: 08/06/18
- **Payment Total**: 78.00 USD
- **Deposit Date**: 08/06/18
- **Payment Total**: 78.00 USD
- **Status**: Issued

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### Payment Details
- **Payment Number**: 1073206
- **Vendor**: 12439
- **Due Date**: 08/08/18
- **Deposit Date**: 08/08/18
- **Payment Total**: 85.50 USD
- **Deposit Date**: 08/08/18
- **Payment Total**: 85.50 USD
- **Status**: Issued
### Bank Account Payment History

**AP255 Date** 08/31/18  
**Pay Group** 1200 HEALTH AND WELFARE PAY GROUP  
**USD**  

**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK  
**Time** 12:27  
**Payment Date Range** 08/31/18 thru 08/31/18  
**Payment Currency** USD  

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**Invoice**  
**Payment Date** 08/31/18  
**Vendor** 12439  
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**Vendor** 11800  
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**Vendor** 26864  
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**Vendor** 28804  
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**Vendor** 27600  
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### Bank Account Payment History
- **AP255 Date**: 08/31/18
- **Time**: 12:27
- **Pay Group**: 1200 HEALTH AND WELFARE PAY GROUP
- **Payment Currency**: USD
- **Payment Date Range**: 08/31/18 thru 08/31/18
- **Cash Code**: 1414
- **Bank**: 071923909

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**Payment Count**: 20

**Cash Code 1414 Total**: 194,896.23
**Payment Count**: 20

**Pay Group 1200 USD Total**: 194,896.23
**Payment Count**: 20
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 4

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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

Payment Date: 083118 - 083118
Payment Numbers: -
Payment Code: 7.E.a
## Bank Account Payment History

**AP255**  Date 08/31/18  
**Time** 12:28  
**Pay Group** 1400 JUDICIAL PAY GROUP  
**USD**

*Bank Account Payment History*

**Payment Date Range** 08/31/18 thru 08/31/18  
**Payment Currency** USD

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**Status** Issued  
**Amount** 1,086.99

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**Job Name:** PMTHISTORY  
**Step Nbr:** 6

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**Payment Currency:** USD

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**AP255** Date 08/31/18  
**Time:** 12:28

**Bank Account Payment History**  
**Payment Date Range:** 08/31/18 thru 08/31/18  
**Payment Currency:** USD

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## Bank Account Payment History

**AP255** Date 08/31/18  
**Time 12:28**  
**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK  

**Payment Date Range** 08/31/18 thru 08/31/18  
**Payment Currency** USD

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**Invoice** ILWET57121  
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**Payment Number** 1073232  
**Payment Date** 08/31/18  
**Vendor** 28067  
**Invoice** WSP USA INC  
**Payment Code** CHK  
**Status Issued** 29,024.

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**Packet Pg. 210**

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**Attachment:** 08-31-18 - Paylist (17-18-902 : 8/31/18 Paylist)
Bank Account Payment History

AP255 Date: 08/31/18 JOB SUBMISSION PARAMETERS
Time: 12:28

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Job Name: PMTHISTORY
Step Nbr: 7

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Payment Date: 083118 - 083118
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Bank Account Payment History

AP255 Date: 08/31/18          JOB SUBMISSION PARAMETERS
Time: 12:29

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414            Class C Accounts Payable

Payment Date: 083118 - 083118
Payment Numbers: -
Payment Code: -

Attachment: 08-31-18 - Paylist (17-18-902 : 8/31/18 Paylist)
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AP255 Date: 08/31/18           JOB SUBMISSION PARAMETERS
Time: 12:29

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 9

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Cash Code: 1414

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**Pay Group 5000 USD Total**: 20,026.83
**Payment Count**: 20
Bank Account Payment History

AP255 Date: 08/31/18
Time: 12:30

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414
Class C Accounts Payable

Payment Date: 083118 - 083118
Payment Numbers: -
Payment Code: -

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- **Time:** 12:30
- **Bank Account Payment History**
- **Pay Group:** 6000 CAPITAL PROJECTS PAY GROUP

**Cash Code 1414**
- **Bank:** 071923909
- **Payment Code:** CHK

**Payment Date Range:** 08/31/18 thru 08/31/18
- **Payment Currency:** USD

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- **Payment Count:** 2

**Cash Code 1414 Total**
- **Payment Count:** 3

**Pay Group 6000 USD Total**
- **Payment Count:** 3

**Attachment:**
- **Packet Pg. 223**
- **Packet Pg. 223**
- **Attachment:** 08-31-18 - Paylist (17-18-902 : 8/31/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: AP255-1100
Step Nbr: 1

Pay Group: 1100  Class C Accounts Payable
Cash Code: 1414

Payment Date: 090418 - 090418
Payment Numbers: -
Payment Code: 7.F.a
# Bank Account Payment History

**AP255** Date 09/04/18  
**Time 15:09**  
**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP**  
**USD**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Date Range 09/04/18 thru 09/04/18**  
**Payment Code CHK**  
**Payment Currency USD**

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**Attachment:** 09-04-18 - Paylist (17-18-903 : 9/4/18 Paylist)
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**AP255** Date 09/04/18  
**Time 15:09**  
**Pay Group** 1100 GENERAL GOVERNMENT PAY GROUP  
**USD**  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK  

| Payment Date Range | 09/04/18 thru 09/04/18 | Payment Currency | USD |

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**Attachment:** 09-04-18 - Paylist (17-18-903 : 9/4/18 Paylist)

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Resolution
CB-R-0872-18

APPOINTMENT OF JAMES V. GROBE
TO THE WEST CHICAGO FIRE PROTECTION DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of James V. Grobe to be a Trustee of the West Chicago Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of James V. Grobe to be a Trustee of the West Chicago Fire Protection District for a term expiring April 30, 2020; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: James V. Grobe; Attorney Karl Ottosen, Ottosen, Britz, Kelly, Cooper & Gilbert, 1804 N. Naper Blvd., #350, Naperville, IL 60563.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

___________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 705/4, as amended, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint James V. Grobe to be a Trustee of the West Chicago Fire Protection District for a term expiring April 30, 2020.

I hereby submit this appointment to the County Board for its advice and consent this 11th day of September 2018.

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: West Chicago Fire Protection District

Have you ever served on this Board or Agency before?: Yes
If so, how long?: Since May 2013

Personal Information

Last Name: Grobe
First Name: James
Middle Name: V
E-mail Address: 
Present Permanent Address: 
City: West Chicago
State: Illinois
Zip Code: 60185
Phone: 

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I have enjoyed serving as a Trustee on the WCFPD for the last 5 years. I have learned much as far as the operation of the fire department and feel this knowledge is helpful to the district in moving forward. Since we hired the new fire chief and deputy chief I think the district is in a great position and is on the path of strengthening the alliance with the other surrounding fire departments. I would like to continue to be a part of keeping the WCFPD the great fire department it is now and making it even better in the future keeping the costs in line for the citizens of the district.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 08:02 Sunday, 26 August 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
JAMES GROBE
West Chicago, IL 60185

Summary

Experienced in owning and operating my own rehab and remodeling business now and a hardware store in West Chicago for over 30 years. Hands on experience with the West Chicago Fire Protection District as a Trustee for the last 5 years and a Paid on Call Firefighter/EMT for 20 years. As a lifelong resident of West Chicago, I take great pride in being part of this community and would like to continue to be involved in its future.

Work Experience

Grobe’s Home Improvement
Owner / Rehab, Remodeling, and Repair Business
October 2009 – Present
West Chicago, IL.

- Successfully purchased, completely rehabbed, and sold several foreclosed homes
- Complete residential remodeling including kitchens, bathrooms, and basements
- Provide innovative design and decorating ideas

H.O.K. Sales, Inc.
Inside / Outside Sales for Plumbing & Heating Manufacturers Representative
November 2004 – August 2009
Carol Stream, IL

- Responsible for ordering, receiving, invoicing, and shipping of warehoused merchandise
- Called on plumbing wholesalers and contractors in northern Illinois and Northwestern Indiana
- Trained wholesalers on selling and inventory management
- Trained contractors on installation and troubleshooting of products
- Worked with manufacturers and wholesalers to coordinate their relationships and solve issues that arise
- Built relationships with new customers

Grobe’s True Value / Just Ask Rental
Owner / Operator
October 1973 – October 2004
West Chicago, IL

Responsible for the day to day management of a 10,000 square foot hardware store and rental center including the store building and property

- Managed $275,000 inventory including the ordering and pricing of merchandise
- Planned and implemented the advertising budget for the store
- Supervised 15 employees and provided in store training
- Managed the upkeep and repair of rental equipment, window and screen repair, and small engine repair center
- Worked one on one with customers on a daily basis to help solve their problems and to keep on hand the products they needed

**Education**

**College of DuPage, Glen Ellyn, IL**
- Associates degree in Business  
  Graduated 1974
- Real Estate Home Inspector  
  May 2010

**Rinnai Corporation, Peachtree City, GA**
- Authorized Service Provider for tankless water heaters  
  May 2008

**OmegaFlex Corporation, Exton, PA**
- Certificate of Training for TracPipe CSST flexible gas piping system  
  June 2007

**Trade/Technical Skills**

- Completed Home Inspection course at College of DuPage
- Plumbing: tankless water heater installation and troubleshooting; CSST flexible gas piping system installation and sizing
- Carpentry: build custom cabinets and furniture

**Computer/Office Skills**

- Working knowledge of Microsoft Office, Outlook, and ACT
- Familiar with web research tools

**Community Activities**

- Trustee at West Chicago Fire Protection District since May 2013
- Paid on call Firefighter II/EMT for 20 years in West Chicago, IL
- CEO and Elder at Trinity Lutheran Church, West Chicago
- Treasurer of Railroad Days Committee for 4 years
- City of Aurora View Street Home Rehab Project
RESOLUTION REGARDING THE OPERATION OF THE STERIGENICS WILLOWBROOK FACILITY

WHEREAS, DuPage County Chairman Dan Cronin, the County Board, and the DuPage County Health Department have been immersed in the matter regarding the safe operation of the Sterigenics Willowbrook Facility since information came to light in late August regarding emissions of the chemical ethylene oxide into the air; and

WHEREAS, Chairman Cronin and District 3 Board Members joined local mayors and called on the company to cease operations, citing new research from the U.S. Environmental Protection Agency indicating that ethylene oxide is far more dangerous to the public than previously known; and

WHEREAS, On behalf of the County, Chairman Cronin joined Senator John Curran in a request to the Illinois Attorney General and the Illinois Environmental Protection Agency (IEPA) to take immediate legal action revoking the operating permit for Sterigenics until further health and environmental studies on the safety of the air near the facility can be completed; and

WHEREAS, The DuPage County Board is in support Senate Bill 3630 which would reopen Sterigenics’ current air permit for an additional public comment period and hearing process at the IEPA; require that if a facility, at any time, is emitting ethylene oxide at a level higher than the standards set forth by specified provisions of the federal Clean Air Act or by the IEPA under specified provisions of the Environmental Protection Act, the facility shall immediately cease operations until sufficient changes are made to reduce the level of such emissions; provide new notification protocols that will alert surrounding property owners of an air emission leak; and allow the IEPA to consider the results of the 90-day public hearing process when evaluating the facility’s future renewal phase if the facility stays open (in 2020).

NOW THEREFORE BE IT RESOLVED that the DuPage County Board again calls on the Sterigenics Willowbrook Facility to immediately cease operations; and

BE IT FURTHER RESOLVED that the DuPage County Board requests that the Illinois Environmental Protection Agency revoke Sterigenics’ operating permit until guarantees can be made that our air is safe; and

BE IT FURTHER RESOLVED that the DuPage County Board asks the Illinois Environmental Protection Agency and all other appropriate agencies to ban the use of ethylene oxide at the Sterigenics Willowbrook Facility until research deems its use safe in conjunction with specific safety protocols.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

CB-R-0875-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Resolution

FI-R-0394-18

ACCEPTANCE AND APPROPRIATION OF
THE DUPAGE COUNTY HEALTH DEPARTMENT-
ILLINOIS PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FY19
COMPANY 5000 - ACCOUNTING UNIT 1960
$350,000

(Under the administrative direction of
the Office of Homeland Security and Emergency Management)

WHEREAS, Joint Resolution JPS-R-0480-15 was approved and adopted by DuPage County Board on August 11, 2015 authorizing consolidation of the DuPage County Health Department’s Office of Risk and Emergency Management into the DuPage County Office of Homeland Security and Emergency Management (OHSEM); and

WHEREAS, the DuPage County Health Department receives Illinois Department of Public Health Cities Readiness Initiative and Public Health Emergency Preparedness grants to be used for emergency management functions that have been consolidated by the aforementioned Joint Resolution; and

WHEREAS, the County of DuPage has been notified by the DuPage County Health Department that grant funds in the amount of $350,000 (THREE HUNDRED FIFTY THOUSAND, AND NO/100 DOLLARS) are available to be used for emergency management functions relating to Illinois’ Public Health Emergency Preparedness and Cities Readiness Initiative grants; and

WHEREAS, to receive said grant funds, the County of DuPage through the OHSEM must enter into an Agreement for Consolidation of Emergency Services with the DuPage County Board of Health through the DuPage County Health Department, 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 Agreement is from July 1, 2018 through June 30, 2019; 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 the Agreement for Consolidation of Emergency Services (Attachment II) between DuPage County through the OHSEM and DuPage County Board of Health through the DuPage County Health Department is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) be made to establish the DuPage County
Resolutions
FI-R-0394-18

Health Department-Illinois Public Health Emergency Preparedness Grant FY19, Company 5000
- Accounting Unit 1960, for the period of July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the
OHSEM 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 Judicial and Public Safety Committee shall review the need for continuing the
specified program; and

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

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION TO ESTABLISH
THE DUPAGE COUNTY HEALTH DEPARTMENT-
ILLINOIS PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FY19
COMPANY 5000 – ACCOUNTING UNIT 1960
$350,000

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**EXPENDITURES**

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**TOTAL PERSONNEL**

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**TOTAL CONTRACTUAL**

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**TOTAL ADDITIONAL APPROPRIATION**

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AGREEMENT FOR CONSOLIDATION OF EMERGENCY SERVICES

This agreement (hereinafter ‘AGREEMENT’) is made and entered into this 6th day of August 2018, by and between the COUNTY OF DUPAGE and the DUPAGE COUNTY BOARD OF HEALTH by and through the DUPAGE COUNTY HEALTH DEPARTMENT.

WITNESSETH

WHEREAS, the County of DuPage is a unit of local government organized as a county under township organization as set forth in the Counties Code, the corporate powers of which are exercised by its County Board; and

WHEREAS, the DuPage County Health Department is a full-time health department established by referendum in 1945, maintained by the County of DuPage, and managed by the DuPage County Board of Health under Article 5-25000 of the Counties Code; and

WHEREAS, Section 10 of the Illinois Emergency Management Agency Act provides that each county shall maintain an emergency services and disaster area that has jurisdiction over and serves the entire county; and

WHEREAS, the Director of the DuPage County Office of Homeland Security and Emergency Management (hereinafter “OHSEM”) on behalf of the County and the DuPage County Health Department (hereinafter “DCHD”) on behalf of the Board of Health have determined and agreed that many of the emergency management functions performed by OHSEM and DCHD are duplicative in nature, such that a consolidation of these functions is in the best interests of the residents of DuPage County and can be pursued without diminishing the ability of personnel within the County to efficiently and effectively respond to emergencies; and

WHEREAS, in the year 2015, the DuPage County Board and the DuPage Board of Health each approved a resolution authorizing and directing the Director of OHSEM and the Executive Director of the Health Department to take any and all lawful and necessary actions to carry into execution the consolidation of OHSEM and DCHD, including, but not limited to the transfer of personnel, equipment, and resources between the County and the Health Department;

Now therefore, be it agreed:

1. **Grant Applications.** Funding for emergency management functions to be consolidated and carried out by OHSEM under this AGREEMENT is realized through Illinois’ Public Health Emergency Preparedness (PHEP) and Cities Readiness Initiative (CRI) grants which are distributed annually. The availability of these grants is subject to federal appropriations and may change year-to-year or be eliminated. DCHD shall continue to draft and submit documents related to applications for PHEP and CRI grants to the Illinois Department of Public Health, or any successor agency and OHSEM personnel shall be available to assist DCHD in providing any necessary data for completing grant applications. If new grants supporting public health emergency response become available, OHSEM and DCHD will collaborate on applications and the relevant
eligible agency will submit the application. OHSEM and DCHD recognize the PHEP and CRI awards are subject to annual appropriation.

2. County of DuPage certifies that 135836026 is County of DuPage’s correct DUNS number and that 36-6006551 is County of DuPage’s correct FEIN number and that the County of DuPage has an active State registration and SAM registration (if federal funds).

3. The Illinois Department of Public Health is the pass-through entity for the Public Health Emergency Preparedness and Cities Readiness Initiative grants.

For the Cities Readiness Initiative (CRI), grant identification numbers if applicable for the Federal Award Identification Number (FAIN) is ___ (to be added upon execution of contract between IDPH and DCHD), the Federal awarding agency is Department of Health and Human Services, and the Federal Award date is ___ (to be added upon execution of contract between IDPH and DCHD). The CFDA is 93.074.

For the Public Health Emergency Preparedness (PHEP) grant, grant identification numbers if applicable for the Federal Award Identification Number (FAIN) is ___ (to be added upon execution of contract between IDPH and DCHD), the Federal awarding agency is Department of Health and Human Services, and the Federal Award date is ___ (to be added upon execution of contract between IDPH and DCHD). The CFDA is 93.074.

4. OHSEM certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000.

5. OHSEM certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations.

6. OHSEM certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly in the connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement grant, loan or cooperative agreement. Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352) if applicable.

7. OHSEM shall be subject to the audit requirement 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 set forth by the Governor’s Office of Management and Budget (ILCS 708/65 (e)).

8. OHSEM may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. OHSEM shall advise any sub-grantee of funds awarded through Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.
9. OHSEM and DCHD agree to meet monthly to discuss status of grant deliverables and additional BP1 Supplemental projects agreed upon in this document, and other projects that may be added and agreed upon by both parties throughout the term of this agreement. If grant deliverables and project deadlines are not met, OHSEM and DCHD will identify steps to quickly resolve the issues. If grant deliverables and project deadlines continue to be missed and are attributed to a specific agency, then DCHD and OHSEM agree to discuss the need to restructure and/or terminate the agreement, consistent with parameters set forth in Section 16.

10. Payment. In consideration of OHSEM providing deliverables as set forth in this agreement and subject to the availability of grant funds, DCHD shall reimburse OHSEM on a monthly basis for hours of work up to $340,000.00 and for approved non-personnel expenses up to $10,000 for this grant period. OHSEM will provide budget documentation identifying staff working on PHEP and CRI projects along with the percentage of their time expected to be spent meeting the deliverables identified.

The Public Health Emergency Preparedness grant subAward to OHSEM is $330,000 which includes $10,000 for non-personnel costs to support the grant and approved by DCHD prior to purchase. For non-personnel items, DCHD reserves the right to deny payment to OHSEM if approval is not requested before purchase and if items purchased are not allowable under the terms of grant agreements. The Cities Readiness Initiative grant sub-Award to OHSEM is $20,000. OHSEM agrees to support the required 10% local match for both the PHEP and CRI awards through an in-kind provision of services totaling at least $33,000 for the PHEP award and $2,000 for the CRI award between July 1, 2018 and June 30, 2019.

In order to facilitate prompt payment, OHSEM shall submit monthly reimbursement requests, which include specific staff time allocated to DHCD by the 10th of each month. Payment to OHSEM by DCHD will be contingent on payment from IDPH to DCHD. Reimbursement requests must be submitted on the form attached as Exhibit C. In-kind services must be documented on the monthly reimbursement form submitted to DCHD.

11. OHSEM Responsibilities. OHSEM agrees to assist in the development of DCHD’s infrastructure for implementing emergency management plans and procedures. Specifically, OHSEM shall be responsible for drafting and implementing programs to include, but not necessarily limited to:

a. Emergency Preparedness & Response planning, training, and exercising  
b. Crisis Management Team development plan  
c. Incident Command training  
d. Strike Team development plan  
e. Employee Response Guide annual online training  
f. Medical and Non-Medical Countermeasure Plans  
g. Continuity of Operations plan and policy development  
h. Communications Unit volunteer program administration

All of the above listed programs shall be updated on an ‘as-needed’ but no less than an annual basis. The parties agree that at least monthly, DCHD and OHSEM shall review the previous
month’s billing, project progress, priorities and any staffing issues that could impact DCHD emergency preparedness efforts for the upcoming months. Monthly reviews of performance against expected outcomes will also be included and may determine changes to future year’s agreements.

12. **Grant Deliverables.** OHSEM shall be responsible for ensuring that PHEP and CRI grant deliverables are completed in a manner consistent with the grant requirements. A copy of the PHEP grant requirements and CRI grant requirements are attached hereto as Exhibit A and Exhibit B respectively and are incorporated into and made a part of this AGREEMENT. Quarterly reports for IDPH shall be submitted by OHSEM to DCHD and shall be reviewed jointly by OHSEM and the DCHD public health liaison for grant management prior to filing. DCHD will submit grant reports required in EGrAMS directly to IDPH.

13. **Support Personnel.** OHSEM and DCHD agree that DCHD shall provide time by various staff members in the following subject areas to support the coordination of services. The positions shall remain as DCHD positions:
   a. public health nursing
   b. environmental health
   c. information technology
   d. communications/health education
   e. epidemiology

It is understood that the individual employee actually providing coordination of services may be change based on the operational needs of DCHD, scheduling or other management issues. Other staff positions may be requested to provide support, as needed, through the Public Health Liaison.

14. **Public Health Liaison.** OHSEM and DCHD agree that DCHD shall identify a DCHD staff member, and an alternate DCHD staff member, as the primary points of contact to provide timely responses to OHSEM in each of the following areas:
   a. Grant Management
   b. Staff Accountability
   c. Procurement
   d. Preparedness Planning
   e. Security Operations
   f. Emergency Response Operations

15. **Coordination Assistance.** OHSEM agrees that it shall provide a duty officer, or designee, to support and coordinate public health emergency responses and to provide subject matter expertise for the Incident Command System for pre-planned and emergent events. DCHD agrees to facilitate this coordination by providing OHSEM access to public health emergency notifications.

16. **Term and Termination.** This AGREEMENT shall commence on July 1, 2018 and shall continue in full force and effect until June 30, 2019 in order to align with PHEP & CRI grant fiscal years. This AGREEMENT may be terminated by either party for any reason by providing ninety (90) days’ written notice.
Karen J. Ayala  
Executive Director  
DuPage County Health Department

Murray J. Snow  
Director  
DuPage County Office of Homeland Security and Emergency Management
EXHIBIT A – PUBLIC HEALTH EMERGENCY PREPAREDNESS DELIVERABLES
Supplemental Information

A. Program Description
The purpose of this grant is to fund certain eligible Illinois certified local health departments to assess, prioritize, build, and exercise the necessary resource elements, tasks, and functions of the Centers for Disease Control and Prevention’s (CDC) 15 Public Health Emergency Preparedness (PHEP) Capabilities National Standards that local health departments need to prevent, mitigate, and recover from the top hazards to public health in its jurisdiction. This includes both specific mandated deliverables from the Scope of Work and Performance Measures listed below – as well as various activities selected and prioritized by the applicant according to these instructions.

This budget period represents a continuation to incorporate local health departments into the governance, membership, planning, exercising, training, and responding, into existing IDPH regional healthcare coalitions. These regional healthcare coalitions are headed by the hospitals listed in “Section H – Other Information” who receive separate funding from the Department to support the development of the 2017-2022 Health Care Preparedness and Response Capabilities.

This grant agreement represents the second and final budget year (July 1, 2018 to June 30, 2019) of a two-year project period from July 1, 2017 to June 30, 2019. The Department is authorized to make this grant pursuant to section 319C-1 of the PHS Act (47 USC 247d-3a), as amended.

Grantees are expected to conduct activities that will repair regionally or jurisdictionally-determined public health or healthcare preparedness gaps identified through exercises, events, and other public health preparedness risk assessment and planning, and reach full or significant ability in at least 80% of their highly important and critical PHEP Domains and Capabilities this budget period.

Grantees are also required to perform certain deliverables that will lead to the Performance Measures:
<table>
<thead>
<tr>
<th>Metric</th>
<th>Data Reported</th>
<th>Report Frequency</th>
<th>EGRAMS Reporting</th>
<th>CEMP Reporting</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIMS Training requirements for LHDs per IDPH Training &amp; Exercise guidance</td>
<td>Number of personnel required to complete ICS training course/ current staff who have completed IDPH required ICS training course</td>
<td>Data can be updated throughout the budget year but is reported annually.</td>
<td>Data is recorded in EGRAMS. EGRAMS automatically calculates percentages and generates reports.</td>
<td>N/A</td>
<td>- At least two people have completed IDPH T&amp;E Guidance Response level 3 courses (IS 100, 200, 300, 400, 700 and 800) by June 30, 2019</td>
</tr>
<tr>
<td>Annual Exercise or Event with AAR/IP</td>
<td>- Annual Exercise/ Event Date,</td>
<td>Annually</td>
<td>Date of exercise and type of exercise is reported in EGRAMS. Date of AAR/IP completed is also recorded in EGRAMS.</td>
<td>AAR/IP from annual exercise is uploaded into CEMP</td>
<td>- Annual exercise will be completed by June 30, 2019.</td>
</tr>
<tr>
<td></td>
<td>- Date of completion of AAR/IP</td>
<td></td>
<td></td>
<td></td>
<td>- AAR/IP is completed no later than 60 days following the exercise/event or no later than by 7/31/19, whichever comes first.</td>
</tr>
<tr>
<td></td>
<td>- Exercise Type (TTX, FE, FSE)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- AAR/IP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual update to PHEP CPG Assessment</td>
<td>Responses to the CPG Assessment are updated.</td>
<td>Annually</td>
<td>NA</td>
<td>CEMP CPG Module is used to complete/update the assessment.</td>
<td>CPG assessment is complete by 11/15/2018.</td>
</tr>
<tr>
<td>Increased ability to execute capabilities as per CPG assessment.</td>
<td>Percent of Capabilities which are assessed as Critical or Highly Important which are also assessed as having Full or Significant Ability.</td>
<td>Annually</td>
<td>Percentage is reported in EGRAMS by 3rd quarter</td>
<td>N/A</td>
<td>75% of capabilities assessed as Critical or Highly Important are assessed as having Full or Significant Ability by 11/15/2018.</td>
</tr>
<tr>
<td>Annual TEPW and MYTEP as per HSEEP and IDPH Training &amp; Exercise guidance</td>
<td>- Date TEPW was conducted</td>
<td>Annually</td>
<td>The Date of the TEPW is entered into EGRAMS by the 4th quarter</td>
<td></td>
<td>- TEPW is held by 3/15/19 and narrative documentation of the TEPW is uploaded into CEMP.</td>
</tr>
<tr>
<td></td>
<td>- Narrative documentation of the TEPW outcomes.</td>
<td></td>
<td></td>
<td></td>
<td>- The CEMP MYTEP module is updated and utilized to</td>
</tr>
<tr>
<td></td>
<td>- Update and Maintenance of MYTEP.</td>
<td></td>
<td></td>
<td></td>
<td>- Any additions to the MYTEP schedule following the TEPW is</td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
<td>Frequency</td>
<td>Responsible Party</td>
<td>Reference</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------</td>
<td>---------------------</td>
<td>-------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Update HVA</td>
<td>Update the HVA at least every 5 years or as needed/requested.</td>
<td>Every 5 years</td>
<td>N/A</td>
<td>CEMP LHD HVA Module</td>
<td>Update of HVA is completed by 4/15/19 if needed/requested and has been completed within the past 5 years.</td>
</tr>
<tr>
<td>Active participation in healthcare coalition meetings</td>
<td>Dates of healthcare coalition meetings attended.</td>
<td>Maintain quarterly</td>
<td>Report dates of HCC meeting attended in EGRAMS</td>
<td>N/A</td>
<td>By June 30, 2019 a LH regional representati will participate in at least 50% healthcare coalition meetings.</td>
</tr>
<tr>
<td>Update Baseline Data regarding ability to Receive, Store, and Ship medical countermeasure</td>
<td>Update RSS/Site Survey Form</td>
<td>Annually</td>
<td>Report date of completion of RSS/Site Survey in EGRAMS</td>
<td>Complete RSS/Site Survey form in CEMP.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>MCM Operational Readiness Review or briefing by IDPH staff and local drop site survey</td>
<td>Date completed</td>
<td>Annually, as directed by IDPH Annual (Drop Site Survey)</td>
<td>Date of MCM ORR or briefing is reported in EGRAMS</td>
<td>N/A</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>MRC of volunteer unit Affiliation with LHD</td>
<td>Affiliation level (&quot;Hosted&quot;, &quot;Affiliated&quot;, &quot;Other&quot;, &quot;None&quot;) and action taken</td>
<td>Annually</td>
<td>Complete EGRAMS progress report (If &quot;Hosted&quot;: name of MRC; if &quot;Affiliated&quot;: name of MRC and date MOU signed with MRC unit hosted by another facility; if</td>
<td>N/A</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>MRC Drill (if attached to MRC/alternative volunteer unit)</td>
<td>Date of MRC drill</td>
<td>Annually</td>
<td>Record date(s) of drill(s) in EGRAMS</td>
<td>Upload drill AAR/IP in CEMP (drill can be documented in an abbreviated version of standard HSEEP AAR/IP format)</td>
<td>LHDs who are attached to an MRC/alternative volunteer unit will conduct an annual MRC drill by June 30, 2019</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
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<td>--------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>At least one employee with preparedness and response duties will attend the IDPH’s annual conference</td>
<td>Attendance (Yes or No)</td>
<td>Annually</td>
<td>Indicate whether metric is met in EGRAMS by 4th quarter</td>
<td>N/A</td>
<td>Attendance at the IDPH annual conference will be recorded in EGRAMS by June 30, 2019</td>
</tr>
<tr>
<td>Exercise meets requirement to test MCM- throughput, info-sharing, volunteer management, or Public Health Surveillance/Epi Investigation</td>
<td>• Capabilities Tested AAR/IP</td>
<td>Once in five years</td>
<td>Record in EGrAMS date AAR/IP is uploaded</td>
<td>AAR/IP is uploaded in CEMP</td>
<td>60 days after exercise/event, but no later than July 31, 2015</td>
</tr>
<tr>
<td>After Hours IC Staff Alert &amp; Assembly Drill</td>
<td>Date completed and AAR/IP</td>
<td>Annually</td>
<td>Date completed is recorded in EGRAMS</td>
<td>AAR/IP (can be an abbreviated version of HSEEP AAR/IP format) is uploaded in CEMP.</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>IPHMAS Request Drill / Exercise</td>
<td>• Date completed AAR/IP</td>
<td>Annually</td>
<td>Date of drill is reported in EGRAMS</td>
<td>Upload AAR/IP for drill of real event in CEMP (drill can be documented in an abbreviated version of standard HSEEP AAR/IP format)</td>
<td>Complete drill and documentation by June 30, 2019</td>
</tr>
<tr>
<td>Conduct Quarterly</td>
<td>• Date completed</td>
<td>1st Qtr</td>
<td>Record date of drill in EGRAMS</td>
<td>N/A</td>
<td>Complete drill and data entry by September 30, 2018</td>
</tr>
<tr>
<td>StarCom 21 Drill with Partners</td>
<td>Date completed</td>
<td>2nd Qtr</td>
<td>Record date of drill in EGRAMS</td>
<td>N/A</td>
<td>Complete drill and data entry by December 31, 2018</td>
</tr>
<tr>
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</tr>
<tr>
<td>Conduct Quarterly StarCom 21 Drill with Partners</td>
<td>Date completed</td>
<td>3rd Qtr</td>
<td>Record date of drill in EGRAMS</td>
<td>N/A</td>
<td>Complete drill and data entry by March 31, 2019</td>
</tr>
<tr>
<td>Conduct Quarterly StarCom 21 Drill with Partners</td>
<td>Date completed</td>
<td>4th Qtr</td>
<td>Record date of drill in EGRAMS</td>
<td>N/A</td>
<td>Complete drill and data entry by June 30, 2019</td>
</tr>
<tr>
<td>IDPH Hosted IMATS Training/Drill</td>
<td>Date completed</td>
<td>Annually</td>
<td>Date of training/drill is recorded in EGRAMS</td>
<td>N/A</td>
<td>Complete training and drill by June 30, 2019</td>
</tr>
<tr>
<td>HELPS Drill</td>
<td>Date completed</td>
<td>Annually</td>
<td>Date of drill is recorded in EGRAMS</td>
<td>N/A</td>
<td>Complete drill and data entry by June 30, 2019</td>
</tr>
</tbody>
</table>

Scope of Work
B.1. The Grantee shall build preparedness capabilities in accordance with the most current version of the Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) Capabilities (https://www.cdc.gov/phpr/readyness/00_docs/DSSLR_capabilities_July.pdf), as amended from time to time in order to meet regionally or jurisdictionally-determined public health or healthcare preparedness gaps identified through exercises, events, and other public health preparedness risk assessment and planning as follows:

COMMUNITY RESILIENCE DOMAIN

B.1.1. Sustain or build the Community Preparedness capability including:

B.1.1.1. Plan annual activities by June 30, 2019 sufficient to meet the purpose of this grant as shown in Exhibit A and to complete the long-term goal to build “highly important” and “critical” PHEP Domains and their Capacities to “full” or “significant ability” by June 30, 2024.

B.1.1.2. In order to support the Department’s responsibilities to designate lead hospitals for medical surge (210 ILCS 50/3.255); and to consider the role of hospitals in being prepared to respond to emergencies or disasters when the Department awards preparedness funds (210 ILCS 50/3/21), The Grantee will actively participate with its Department-designated regional healthcare coalition preparedness activities as described throughout this Section. The Grantee’s Department-designated healthcare coalition is determined by the Grantee’s geographic location either within one of the seven downstate already existing Public Health and Medical Services Response (PHMSR) regions as currently defined by the Department, or, if located in the Chicago PHMSR, in one of the State of Illinois Emergency Medical Services (EMS) Regions 7, 8, 9, or 10 as defined by 77 IAC 515.200. The Grantee will work with its Department-designated healthcare coalition through the Regional Hospital Coordination Center (RHCC) selected by the Department in the Grantee’s region described here.
B 1.1.3. Fully document in the grantee’s local emergency plans what its roles are in the healthcare coalition’s Regional Response Plan and participate as requested by the Department-designated healthcare coalition’s RHCC to help it develop the healthcare coalition’s regional response plan by June 30, 2019.

B 1.1.4. Fully document in the grantee’s local emergency plans how plans to engage with social service organizations, Federally Qualified Healthcare Centers (FQHCs) and other local entities with established relations with at-risk groups; how the Grantee will address the potential emergency planning and response access and functional needs of at-risk community members including but not limited to children, pregnant women, older adults, people with disabilities, people with limited English proficiency and non-English speaking populations; and participate as requested by the RHCC in helping develop the healthcare coalition’s regional response plan. The Grantee shall utilize the current version of the mandatory policies, guidance and tools of the Department’s At-Risk Work Group, in conducting local emergency planning, and assisting in regional healthcare coalition planning.

B 1.1.5. By November 15, 2018, conduct a detailed and comprehensive self-assessment of the status of all of its PHEP Capabilities, Tasks and resource elements utilizing the Capability Planning Guide (CPG) Module in the Department’s Comprehensive Emergency Management Program (CEMP) for the Department Emergency Response Coordinator’s (ERC) review and approval within 30 days of receipt from Grantee. The ERC may make recommendations concerning errors in the self-assessment which Grantee shall address in the revised self-assessment. Grantee shall actively participate in and cooperate with the RHCC in the healthcare coalition regional CPG capability assessment process.

B 1.1.6. By March 15, 2019, conduct a Training and Exercise Planning Workshop (TEPW) to review, prioritize, and coordinate their exercise and training activities to improve and validate their preparedness capabilities.

B 1.1.7. By April 15, 2019, shall create and update its multi-year training and exercise plan (MYTEP) in coordination with its healthcare coalition priorities (using the results of the Grantee’s most current annual TEPW) for Department ERC’s review and approval written in two parts as follows:

B 1.1.7.1. The first part of the MYTEP is a narrative which contains the Grantee’s exercise priorities and target capabilities as described in the FEMA HSEP guidance (https://www.fema.gov/media-library-data/20130726-1914-25045-8890/hsep_apr13_.pdf). The Grantee shall place a URL link in the quarterly report to the narrative MYTEP report in the area designated for this narrative by the Department’s CEMP Governance Committee.

B 1.1.7.2. The second part is updating the Grantee’s training and exercise schedule in the CEMP module under Multi-Year Planning” called “MYTEP.”

B 1.1.8. The Grantee shall notify the Department’s ERC upon completion of each part of the MYTEP.

B 1.1.9. By April 15, 2019, update its jurisdiction’s Hazard Vulnerability Risk Assessment (HVA) in CEMP that, in coordination with its healthcare coalitions, prioritizes risks to the Grantee’s public health and healthcare system including, but not limited to, more frequent and extreme weather events considering the functional needs of at-risk individuals if:

B 1.1.10. Whenever Grantee becomes aware of a new hazard(s) and/or new risk(s) to the public health and healthcare system in its jurisdiction, or

B 1.1.11. The local emergency management agency requests an HVA or update, or The Department-designated healthcare coalition’s RHCC requests an update of a regional HVA, or the HVA will be at least 5 years old by April 15, 2019.

B 1.1.12. Fully and actively participate as a member of their Department-designated healthcare coalition and contribute to healthcare coalition strategic planning, identification of gaps and mitigation strategies, operational planning and response, information sharing, and resource coordination and management as follows:

B 1.1.12.1. Fully and actively participate in 50% or more of all scheduled regional healthcare coalition meetings, in accordance with the Department-designated healthcare coalition’s governance
structure as it applies to local health department members. A Local Health Department regional representative may attend to meet this requirement.

B.1.1.12. Fully and actively participate in review and revisions of the Department-designated healthcare coalition’s Strategic 5-year Regional Preparedness Plan and creation of the healthcare coalition Regional Response Plan.

B.1.1.12.3. Fully and actively participate with the Department-designated healthcare coalition in planning, purchasing, caching, and distribution or redistribution of Medical and non-medical countermeasures and PPE for use to protect local and regional responders during events; partake in Department-sponsored responder protection training, and provide recommendations and guidance for specific local responder roles depending on the type of hazard and protection needed.

B.1.1.12.4. Fully and actively plan with the Department and their Department-designated local healthcare coalition with respect to their mutual work plans and processes to help select, authorize, supply and oversee the use of temporary disaster medical treatment sites when local and or regional capabilities are temporarily overwhelmed.

B.1.1.13. Build the Grantee’s PHEP Community Recovery capability to allow it to collaborate with its jurisdiction’s community partners (e.g., healthcare organizations, business, education, and emergency management) and its Department-designated healthcare coalition, to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

B.1.1.14. The Community Preparedness and Community Recovery Capabilities can be exercised individually or with other Capabilities, as suggested in the Training and Exercise section which follows, and in accordance with the most current Training & Exercise Guidance document.

INCIDENT MANAGEMENT DOMAIN

B.1.2. Build, sustain, and advance the Emergency Operations Coordination capability building as needed including all of the following:

B.1.2.1. Maintain continuous access and staff abilities to use the State of Illinois Rapid Electronic Notification (SIREN) system (www.siren.illinois.gov) to receive emergency alerts from Department or other SIREN partners. The Grantee shall also ensure that its key staff (including communicable disease) maintains their current 24/7/365 contact in the Department’s SIREN system.

B.1.2.2. Have communication devices that include at least a primary and a backup communications equipment system, which will allow interoperable and operable communications with IDPH, local healthcare partners, its jurisdiction’s emergency operations center and other local and state partners, which includes:

B.1.2.2.1. Secure high-speed internet and network resources.

B.1.2.2.2. Possess and maintain 2-way radio equipment compatible with the State of Illinois interoperability radio equipment platform - Starcom21 and a valid emergency and exercise use subscription to access the State of Illinois Starcom21 network and staff with the ability to use and exercise the 2 way Radio systems.

B.1.2.2.3. Fax and voice telephone line(s), cellular telephone(s) with necessary chargers, and an AM/FM/Weather radio(s).

B.1.2.2.4. Ability for all of the forgoing communication devices and network resources to work without utility power by using an alternate power source (generator and/ or charged batteries) capable of providing continuous communications for not less than 48 hours.

B.1.2.3. Publish and maintain up to date 24-hour emergency contact information, on public web sites, CEMP, and elsewhere, where the general public, healthcare coalitions, hospitals, or other Public Health Emergency Planning and Response Stakeholders can find and promptly reach a staff person.
to report a suspected or actual public health incident or event in accordance with 77 Ill Adm. Code 615.340 (b).

B.1.2.4. The Grantee shall maintain complete and up-to-date 24-hour contact information for the regional healthcare coalition lead and other local Public Health Emergency Planning and Response Stakeholders. The Grantee will coordinate with the Department and its Department-designated healthcare coalition to develop plans and procedures to share data and other essential elements of information with healthcare coalition and local partners to maintain situational awareness during an emergency response.

B.1.2.5. The Emergency Operation Coordination Capability can be exercised independently or with other Capabilities, as suggested in the Training and Exercise section which follows, and in accordance with the most current Training & Exercise Guidance document.

INFORMATION MANAGEMENT DOMAIN

B.1.2.6. Build, sustain and advance the Emergency Public Information and Warning capability including:

B.1.2.6.1. Regular participation in the IDPH Regional Public Information Officer (PIO) group meetings that include other healthcare coalition members to:

B.1.2.6.2. Coordinate public messaging with regional, jurisdictional, organizational and community joint information centers, other healthcare coalition members and IDPH;

B.1.2.6.3. Meet as requested with the healthcare coalition to assist in updating the Regional Response Plan (to be completed by HCC by June 30, 2019) with the type of information that will be disseminated by the healthcare coalition and its individual members to the public during a public health emergency. This written plan update by the healthcare coalition is to include at least information sharing policies regarding monitoring and tracking of cases of persons under investigation during infectious disease outbreaks.

B.1.2.6.4. Continuously maintain at least one staff person who has completed PIO and health risk communication training as recommended by current IDPH Training & Exercise Guidance, as amended from time to time.

B.1.2.7. Sustain or build the Information Sharing capability as needed including:

B.1.2.7.1. Demonstrate the ability to maintain and utilize the I-NEDSS AVR (Analysis, Visualization and Reporting) to review infectious disease data and share this information in aggregate form (without personal identifiers) with key partners, including relevant health care providers, to promote timely reporting of cases, outbreaks and other events and an awareness of prevention and disease control measures.

B.1.2.7.2. Demonstrate the ability to fully use WebEOC, EMResources, I-NEDSS, ORS (Outbreak Reporting System), I-NEDSS AVR (Analysis, Reporting and Visualization tool) and IDPH’s Syndromic Surveillance System, REDCap, and CEMP to share and view planning, assessment, and operational information with IDPH and all other healthcare coalition members during exercises and events; and be able to continuously access and view healthcare coalition resource information in EMResource according to guidance from IDPH, as amended from time to time. Fully participate in all federal, regional, and state health care situational awareness initiatives and training opportunities, including, but not limited to EMTrack for patient or victim tracking.

B.1.2.7.3. Maintain an active account with user rights, chapters, and subchapters and modules, known as an “instance” of IDPH’s Comprehensive Emergency Management Program (CEMP) - and a staff member’s ability to use CEMP - by participating in IDPH-sponsored CEMP training and doing the following:

B.1.2.7.3.1. Continuously provide in CEMP up to date, Primary, Secondary, and Tertiary 24/7/365 after-hours emergency contact information for key staff on a quarterly basis.
B. 1.2.7.3.2. Provide in CEMP a detailed, comprehensive, and functional PHEP/CRI Work plan, Strategic National Stockpile (SNS) Plan in CEMP, complete Capability Planning Guide assessments and HVA.

B. 1.2.7.4. Maintain continuous access and staff abilities to fully use the IDPH SharePoint web portal (www.idphnet.illinois.gov) for Department information, applications and services.

B. 1.2.7.5. Maintain continuous access to, and an appropriate staff member’s ability to fully use CDC’s Inventory Management and Tracking System (IMATS) and assure that all validated SNS drop site facilities, and dispensing site locations and any SNS inventory are maintained in IMATS. The Grantee shall also fully participate in at least 1 Department-hosted IMATS drill by June 30, 2019.

B. 1.2.7.6. The Emergency Public Information and Warning and Information Sharing Capabilities can be exercised independently or with other Capabilities, as suggested in the Training and Exercise section which follows, and in accordance with the most current Training & Exercise Guidance document.

COUNTERMEASURES AND MITIGATION

B. 1.2.8. Build, sustain, and advance Grantee’s Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capability as needed including all of the following:

B. 1.2.8.1. Conduct general population Point of Dispensing (POD) planning for mass dispensing in coordination with the Healthcare coalition according to IDPH-MCM guidance and per CDC POD Standards, as amended from time to time, and fully participate in either an MCM operational readiness review or briefing by IDPH staff every year as directed by IDPH, but no later than June 30 (in this case, June 30, 2019).

B. 1.2.8.2. Fully and actively participate with Grantee’s Regional ERC to conduct a complete review of the Grantee’s MCM/SNS receiving site and capabilities (i.e., local drop site) when requested by IDPH using the CDC’s DSLR RSS Site Survey Form. “Baseline Data”, as amended from time to time, and such capabilities shall be updated annually in CEMP.

B. 1.2.8.3. Build, sustain and advance the grantees’ Non-Pharmaceutical Interventions capability per Public Health Preparedness (PHP) Capabilities (https://www.cdc.gov/phpr/readiness/00_docs/DSLR_capabilities_July.pdf) and in compliance with Ill Adm. Code 690.1325, 690.1330, 690.1335, 690.1340, and 690.1345.

B. 1.2.9. Build, sustain and advance Grantee’s Responder Safety and Health capability to fully address all local needs and resource gaps including, but not limited to, documentation of fit-testing provided in house, or a current, written agreement for fit testing by an outside agency; with records indicating appropriate health department staff are current on fit testing per OSHA protocol (https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9780). Those health departments with resource gaps related to fit testing shall report those gaps to the Department.

B. 1.2.10. The Medical Countermeasure Dispensing, Medical Materiel Management and Distribution, Non-Pharmaceutical Interventions, and Responder Safety and Health Capabilities can be exercised independently or with other Capabilities, as suggested in the Training and Exercise section which follows, and in accordance with the most current Training & Exercise Guidance document.

SURGE MANAGEMENT DOMAIN

B. 1.2.11. Build, sustain and advance Grantee’s Fatality Management capability including documenting Grantee’s defined local fatality management roles, capabilities, needs and responsibilities in relation to those of key local partners (including, but not limited to emergency management, Illinois Department of Public Health - Office of Performance Management.
coroners/medical examiners, healthcare organizations, and funeral directors) in its emergency operations plan and healthcare coalition Regional Response Plan.

B 1.2.12. Build, sustain and advance the Mass Care capability as needed per local needs and resources.

B 1.2.13. Build, sustain and advance the Medical Surge capability based upon local needs and resources including fully participating in the healthcare coalition annual medical surge tabletop exercise to support the Department's responsibility in awarding funds to support disaster preparedness to consider the role of hospitals in being prepared to respond to emergencies or disasters (210 ILCS 50/3/21).

B 1.2.14. To assist the Department's responsibility to foster the creation of and coordination of volunteer medical response teams that can be deployed to assist when a localities capacity is overwhelmed (210 ILCS 50/3/255), the Grantee will build and sustain the Grantee's Volunteer Management capability, including, but not limited to, all of the following:

B 1.2.14.1. If the Grantee does host a Medical Reserve Corp (MRC), the Grantee shall conduct one or more trainings, drills, exercises, or unplanned response events that cumulatively involve the majority of existing unit members during the current grant year;

B 1.2.14.2. If the Grantee does host a Medical Reserve Corp (MRC), the Grantee shall:

B 1.2.14.2.1. Meet the federal MRC program criteria that asks the unit to enter activities on a quarterly basis;

B 1.2.14.2.2. Participate in a TA Assessment when requested;

B 1.2.14.2.3. Participate in a state notification drill or exercise when requested.

B 1.2.14.3. In the absence of an MRC Unit, the Grantee shall have an agreement in place for the services of an MRC unit hosted by another entity, or by September 30, 2018, submit a detailed request and plan to IDPH for approval of an alternative volunteer unit.

B 1.2.14.4. The Grantee must have continuous access to and the ability to fully use Illinois HELPS volunteer registration system.

B 1.2.14.5. NOTICE: This award formula provides the grantee an additional $1,450 that is already included in the Grantee's maximum award if IDPH has determined that a grantee actually hosted a Medical Reserve Corp (MRC) unit as of March 16, 2018.

B 1.2.15. The Fatality Management, Mass Care, Medical Surge, and Volunteer Management Capabilities can be exercised independently or with other Capabilities, as suggested in the Training and Exercise section which follows, and in accordance with the most current Training & Exercise Guidance document.

BIOSURVEILLANCE DOMAIN

B 1.2.16. Build, sustain and advance Grantee's Public Health Surveillance and Epidemiological Investigation capability as needed including:

B 1.2.16.1. Enhance existing capacity to communicate, monitor and ensure timely reporting compliance by jurisdiction hospitals, health care providers, laboratories, coroners, schools, long-term care facilities, and all other mandated reporters of reportable infectious diseases and outbreaks.

B 1.2.16.2. Enhance existing capacity to investigate within the required time frames cases of reportable conditions, and enter complete data into I-NEDSS to document demographic, clinical and exposure details in a timely fashion.

B 1.2.16.3. Enhance capabilities to respond and fully implement control measures correctly and within specified timeframes for disease clusters and outbreaks, as amended from time to time.

B 1.2.16.4. For outbreaks, as specified in the Communicable Disease Rules and defined on the Communicable Disease WebPortal Outbreak Definition page, as amended from time to time, the Grantee shall enter all known preliminary details in the Outbreak Reporting System (ORS)

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within 24 hours and enter and submit a detailed final report data into ORS within 30 days of concluding outbreak investigations.

B. 1.2.16.5. For disease clusters and outbreaks that are cross-cutting in terms of resources, involving a large number of cases, or requiring multiple control measures, such as restrictions or prophylaxis a detailed Lessons Learned report must be uploaded into the Outbreak Reporting System (ORS) with the final report within 30 days of concluding the outbreak investigation.

B. 1.2.16.6. Written IDPH OPR pre-approval is needed to utilize a significant outbreak to fulfill the annual exercise requirement of this grant in accordance with “Exercise and Training” section of this grant agreement and the supplemental current Training and Exercise Guidance. If pre-approved, a detailed after-action report and improvement plan (AAR/IP) must be submitted to the IDPH ERC within 60 days of concluding the outbreak investigation.

B. 1.2.17. Build, sustain and advance Grantee’s Public Health Laboratory Testing capability per IDPH’s Control of Communicable Disease Code, as amended from time to time, including timely forwarding adequate specimens to the IDPH Lab for confirmation, additional testing or forwarding to CDC as IDPH may direct.

B. 1.2.18. The Public Health Surveillance and Epidemiological Investigation and Public Health Laboratory Testing Capabilities can be exercised independently or with other Capabilities, as suggested in the Training and Exercise section which follows, and in accordance with the most current Training & Exercise Guidance document.

EXERCISING AND TRAINING

B. 1.2.19. Follow all current version of USDHS-Federal Emergency Management Agency’s Homeland Security Exercise and Evaluation Program (HSEEP) standards, Illinois Emergency Management Agency Exercise Policy Standards, and the Department’s Training and Exercise Grant Guidance, all as amended from time to time, when planning, implementing, evaluating, improvement planning, and reporting on preparedness training and exercise funded by this grant.

B. 1.2.20. Conduct or significantly participate in an annual exercise or event and complete the AAR-IP as described in the current Training and Exercise Guidance. However, CDC-defined CRI drills will not meet the requirement for an annual exercise. CRI drills may be included as part of larger exercise meeting the other requirements in this section.

B. 1.2.21. Fully coordinate as practical all internal and external exercise opportunities to meet the annual exercise requirement as efficiently and economically as possible. When possible, coordinate an annual exercise with exercise participation requests from the healthcare coalition and/or other local, regional, or statewide public health, healthcare or emergency management officials.

B. 1.2.22. Write a detailed After-Action Report/Improvement Plan (AAR/IP) for emergency response events and the annual exercise and as soon as possible following the exercise or event, but in all cases within 60 days. The Grantee will post the AAR/IP in CEMP and immediately notify the Department ERC.

B. 1.2.23. The Grantee shall conduct sufficient planning and preparation this year, as described in HSEEP Standards and the Department’s Training and Exercise Guidance, as amended from time to time, so that by June 30, 2022, the Grantee is able to conduct exercise(s) or event(s) that fully test the CDC PHEP Capabilities of all of the following: 1) Medical Countermeasure Dispensing (determining actual throughput); 2) Information Sharing with all relevant entities, 3) Volunteer Management, and 4) Public Health Surveillance and Epidemiological Investigation (as part of a Disease Outbreak or a disease outbreak scenario-based exercise. These can be done simultaneously or separately so long as 2 other PHEP capabilities are also fully tested at the same time. Other PHEP Capabilities may be tested as determined by the event, HVA, CPG assessments, previous Grantee’s AAR/IPs and current Department Training and Exercise Guidance.

B. 1.2.24. Unless specified elsewhere in this grant, the level of the annual exercise (drill, tabletop, functional, full-scale) will be determined by HSEEP Standards, the most current Department Training
and Exercise Guidance, and the comprehensive CPG self-assessment described in the Community Resilience Domain above, as approved by the ERC. All exercises shall be developed with the approval of the ERC and shall be designed to fully exercise, evaluate and test the functionality of the response plan under real world conditions and thereby identify gaps and weaknesses in the plan so that the functionality of the plan can be improved.

B.1.2.25. To use an event response to meet the annual exercise requirement, the Grantee must obtain prior approval from IDPH by submitting a written request to the Department ERC within 30 days following the start of the event and document the event and request in the appropriate quarterly progress report. The Department will evaluate each request on a case by case basis and may request additional information or require certain additional activities or condition its approval on certain minimum standards.

B.1.2.26. Conduct staff notification (and other communication) drills, either standalone, or as part of a larger exercise, as follows:

B.1.2.26.1. One incident command staff alert notification and assembly drill (in-person or virtual) each year outside of normal business hours according to the current Training and Exercise Guidance.

B.1.2.26.2. Have on file a signed Illinois Public Health Mutual Aid System (IPHMAS) agreement and participate in the IPHMAS; responding to all IPHMAS requests and participating in all exercises; and initiates one IPHMAS request as a drill or part of an exercise, or for an actual event.

B.1.2.26.3. Participate in at least one StarCom21 radio communication drill per quarter with other health departments and other response partners, such as the healthcare coalition, blood centers, and the Department per current Department Training and Exercise Guidance.

B.1.2.26.4. Participate in at least 1 Department-hosted IMATS drill by June 30, 2019.

B.1.2.26.5. Participate in at least 1 Department-hosted IL-HELPs drill by June 30, 2019.

B.1.2.26.6. Participate in the annual healthcare coalition medical surge tabletop exercise.

B.1.2.26.7. Maintain written records of the nature of Grantee’s participation in these exercises and drills per the current Department Training and Exercise Guidance.

B.1.2.26.8. The Grantee will make timely response to CDC or Department-initiated, or other locally initiated regional notification/communication drills, including those conducted through telephone, SIREN, StarCom21, and/or other methods.

B.1.2.27. Conduct training as follows:

B.1.2.28. At least two people that could function as the Grantee’s Incident Commander must successfully complete IDPH T&E Guidance Response level 3 courses (including IS 100, 200, 300, 400, 700, and 800).

B.1.2.29. Assure other appropriate staff successfully completes NIMS training according to the Department’s most current Training and Exercise Grant Guidance.

B.1.2.30. At least one staff person shall obtain and maintain current training and ability to properly use Starcom21 radios, CEMP, the IDPH Web Portal, Illinois HELP, INEDSS, Train Illinois (formerly known as I-TRAIN), and IMATS, Medical Countermeasures Distribution and Dispensing.

B.1.2.31. At least one person must successfully complete SIREN Basic User and SIREN Collaborator training as described in the current Training and Exercise Guidance and maintain up to date 24/7/365 contact information.

B.1.2.32. At least one Grantee employee with preparedness or response duties shall attend the Department’s annual Integrated Public Health and Medical Preparedness Summit Conference.

B.1.2.33. The Grantee will fully and timely complete all of the above Department- required trainings.

B.2. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, unless expressly pre-approved pursuant to Section 17.1 of PART ONE and Section 3.7 of PART TWO. The Department reserves the right to review and pre-approve all subcontracts and sub-grants at any time during the term of the Agreement.

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B.2.1. The Grantee shall assume full responsibility for distribution of Grant Funds to sub-grantees (if pre-approved by IDPH) for the provision of services under this Agreement and in accordance with the (i) goals, objectives, and activities; and (ii) budget on file with, and approved by, the Department.
B.2.2. No later than May 31, 2019, Grantee shall execute sub-grant agreements for IDPH pre-approved services. Signed copies of all sub-grant agreements shall be submitted to the Department in the corresponding required progress report. Each sub-grant agreement shall identify the sub-grantee and include a scope of services, budget period, detailed budget, and the sub-grantee’s current mailing address. The Department will not pay any reimbursement to the Grantee related to sub-grantee activities until the Department has received a copy of the signed sub-grant agreement.
B.2.3. The Grantee shall assure that all services provided by pre-approved sub-grantees under Established sub-grant agreements are provided and fully documented in a timely manner and in accordance with then current Department policy and this agreement. The Grantee shall promptly and fully investigate any sub-grantee not fully and timely performing in accordance with the sub-grant agreement. The Grantee is responsible for continually monitoring, investigating, and taking any and all corrective action(s) related to the sub-grantee to protect the integrity of the provision of services under this Agreement. Any failure of the Grantee to do so may result in the rejection of claims for payment or in payments being reduced by the total amount of the value of the sub-grantee contract, and/or other remedies as provided by law.
B.3. The Grantee shall not commingle any funds between separate grants or sub-grants, even if the grants or sub-grants are related, or the same population is being served.
B.4. In connection with the services described in Section B.1 above, the Department will:
   B.4.1. Provide overall oversight for the Program. However, this oversight shall not impact Grantee’s duty to monitor any pre-approved subgrantees.
   B.4.2. Provide funding to Grantee in accordance with the policies described in Article IV of PART ONE.
   B.4.3. Monitor the work of grantees to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement.
   B.4.4. Provide technical assistance and support in implementation of the grant.
   B.4.5. Provide feedback on reports and work products submitted by Grantee.
   B.4.6. Initiate and conduct a site visit (if an MCMORR visit is not conducted) of the Grantee to provide the grantee technical assistance and monitor grant compliance.
   B.4.7. Initiate and conduct periodic communication exercises with SIREN or StarCom21 with the Grantee.
   B.4.8. The Department will provide specific guidance and formats for local health department exercises, training and performance measure and other types of reporting as described in this grant in a timely fashion.
   B.4.9. Provide technical support to Grantee for information technology systems owned/operated by IDPH use required by this grant.
   B.4.10. Provide guidance to clarify these grant terms, or adapt to unforeseen emergencies and events.

B. Funding Information
This award is utilizing X federal/federal pass-through, state and/or private funds.

The period of performance will be July 1, 2018 to June 30, 2019.
Grant awards are only available in the maximum amounts shown below for specific certified local health
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EXHIBIT B – CITIES READINESS INITIATIVE GRANT DELIVERABLES
CITIES READINESS INITIATIVE
BPI SUPPLEMENTAL

SCOPE OF WORK

JUNE 19, 2018

The purpose Cities Readiness Initiative Program is to fund certain certified, local health departments located in federally-designated Metropolitan Statistical Areas (MSAs) in Illinois, outside of the City of Chicago. These jurisdictions in Illinois are as follows: Chicago MSA, Peoria MSA, and St. Louis MSA. The geographical boundaries of the Metropolitan Statistical Areas are as defined by the Federal Office of Management and Budget (OMB).

The overall goal of the Cities Readiness Initiative Program is to provide additional dollars to the State Public Health Department and to the above Centers for Disease Control and Prevention (CDC)-designated CRI jurisdictions for the purposes of assessing, prioritizing, building, training, and exercising the necessary resource element and capabilities needed to save lives in the event of an emergency that requires the rapid deployment of emergency medical countermeasures.

Planning considerations should include the CDC's 15 Public Health Emergency Preparedness Capabilities with special emphasis on Capability 8- Medical Countermeasure Dispensing and Capability 9- Medical Materiel Management and Distribution.

Scope of Work

The Grantee will provide the following services and agrees to act in compliance with all State and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

CRI AND PHEP GRANT ALIGNMENT - The Grantee will execute and perform a separate Public Health Emergency Preparedness (PHEP) grant agreement with the Department to continue to be eligible and receive funds from this CRI grant.

The Grantee is to plan, implement, and document the requirements of this grant in compliance with the plans and reporting required by the Grantee's PHEP grant agreement with the Department; and in line with the Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) Capabilities: National Standards for State and Local Planning (here forward named PHP Capabilities National Standards) over the five-year project period from 2017-2022

MCM ORR SHAREPOINT SITE- By September 7, 2018, the Grantee must ensure a registered primary and two back up personnel in CDC Online Technical Assistance Center, On-Trac (formerly CDC JOHN). CDC On-Trac allows Grantees to access the
MCM ORR SharePoint site where the medical countermeasures guidance, data collection tools, and the MCM ORR assessment tools are to be located. The Grantee should apply for access by completing the CDC On-Trac registration form.

**ANNUAL MEDICAL COUNTERMEASURES TRAINING**- The Grantee will annually train appropriate staff, partner agencies, and Healthcare Coalition members on their roles in the Grantee's Medical Countermeasures Distribution and Dispensing Plans. This training should include annual training on CDC IMATS; and send appropriate staff to at least one IDPH/CDC Regional State Medical Counter Measures Distribution and Dispensing Plan Training (when offered by the Department and/or CDC). These trainings should be planned in the Grantee's updated Multi-Year Training and Exercise Plan and documented in I-TRAIN as required of the Grantee by its separate PHEP grant.

**QUARTERLY CALL DOWN DRILLS** - The Grantee will conduct, at least quarterly, staff call down drills. One of the call down drills can be used to satisfy the below requirement of conducting 3 different CRI drills.

**CITIES READINESS INITIATIVE DRILLS** - The Grantee will conduct at least three (3) different CRI drills (not the same drill performed three times). By **June 30, 2019**. The CRI Drill data should be submitted to the CDC's DCIPHER. Drill forms to be completed:
- Facility Setup Drill
- Staff Notification and Assembly Drill
- Site Activation Drill

Documentation on completion and submission of the CRI drills must also be submitted to the Department through the Grantee's CEMP.

Due to their very narrow focus, conducting any of the three CRI drills individually does NOT meet the requirement of an annual exercise for the Grantee's separate PHEP award from the Department. To meet the requirements of the annual exercise in the separate PHEP award one or more of the CRI drills must be conducted in the broader context of exercising a PHEP capability.

**PLEASE NOTE** - The CDC now requires that dispensing throughput estimation drill is completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (for example, participates in immunization FSE in lieu of dispensing FSE), oral MCM throughput must be measured and information submitted at least once during the five year period.
MEDICAL COUNTERMEASURES FULL-SCALE EXERCISE- The Grantee will plan and participate jointly with the Department in one (1) full-scale exercise (FSE) before the grant Project Period ending in June 30, 2022 that demonstrates medical Countermeasure Distribution and Dispensing Elements. The Illinois CRI joint- FSE is scheduled for October 26-30, 2020. All CRI Grantees should plan to participate in this full-scale distribution and mass vaccination/ mass dispensing exercise by operating at least, one vaccination/dispensing site in the Grantee’s jurisdiction according to established, jurisdictional Strategic National Stockpile and mass dispensing/ mass vaccination plans. An AAR/IP, and/or other exercise documentation must be submitted by the Grantee in the format requested by Department within 60 days after the exercise. The Department may provide additional specific information on the exercise and the elements to be tested by the Grantee in the current Department Training and Exercise Guidance (updated annually).

MEDICAL COUNTERMEASURES QUARTERLY ACTION PLAN MEETINGS- the Grantee shall continue to participate quarterly with IDPH OPR staff to review and update their MCM Action Plan. The MCM Action Plan shall include detailed written quarterly and annual benchmarks for the local jurisdiction to achieve a minimum of Established (as defined by the CDC MCM ORR Assessment tool), by June 30, 2022, in each function listed in the MCM ORR tool.

- Based upon feedback from the quarterly meetings, Grantee shall develop and submit a quarterly summary report detailing deficiencies, achievements, and progress made towards improving local MCM operational readiness in response to technical assistance plans developed from the jurisdiction’s MCM assessment results and meetings with the Department.

- The due dates of the quarterly summary reports are as follows: September 21st, December 21st, March 21st, and June 21st.

MEDICAL COUNTERMEASURES OPERATIONAL READINESS REVIEW AND ASSESSMENT SITE VISIT- By June 30, 2019, the Grantee, in coordination with IDPH/OPR Regional Emergency Response Coordinator, must schedule and complete the CRI jurisdiction’s Medical Countermeasures Operational Readiness Review and Assessment (MCM ORR) Site Visit.

- All pertinent MCM ORR forms must be completed in CDC DCIPHER.

- Please refer to the CDC’s Public Health Emergency Preparedness (PHEP) Operational Readiness Review Guidance for a description of the forms and instructions on how to complete the MCM ORR forms.
• By September 7, 2018, the Grantee must coordinate with the Regional ERC to schedule the date of the MCM ORR Assessment Site Visit. The site visit must occur in BP1 Supplemental Budget Period, prior to June 30, 2019.

• Please refer to the CDC’s Public Health Emergency Preparedness (PHEP) Operational Readiness Review Guidance for instructions on how to prepare for the site visit, how to conduct the site visit, and the expected outcomes.

• As noted above, the Grantee must complete all pertinent forms in CDC DCIPHER associated with the Cities Readiness Initiative Medical Countermeasures Plan review process. These are the minimum forms that must be completed and submitted prior to the site visit:
  - Jurisdictional Data Sheet (JDS)
  - Point of Dispensing (POD)
  - Distribution Planning
  - Dispensing Planning
  - Training and Exercise Planning
  - Point of Dispensing (POD) replaces POD Standards Compliance

• The MCM ORR assessments are now conducted on a two-year cycle. In the off year, CRI jurisdictions are required to coordinate with the IDPH/OPR Regional ERC to conduct a MCM ORR self-assessment in CDC DCIPHER.

CLOSED POINTS OF DISPENSING- By June 30, 2019, the Grantee will submit, to the Department, a report of closed POD sites recruitment efforts in the jurisdiction. This annual report should include the number of closed PODs, populations served by each closed POD, training and exercise activities conducted with each closed POD by the Grantee during the Budget Period.

LOCAL HEALTH DEPARTMENT DROP SITE VALIDATION- By June 30, 2019, the Grantee, in conjunction with their IDPH Regional Emergency Response Coordinator, will complete the CDC RSS Facility Site Survey for all of the jurisdiction’s potential local drop site. This information shall be managed in the CEMP. The data collected on the survey should be used to determine a facility’s use as an RSS site from an all-hazards approach. Additionally, any changes in Local Drop Site information must be routinely updated and maintained in CEMP and in IMATS.

STATEWIDE CITIES READINESS INITIATIVE MEETING- By June 30, 2019, the Grantee will participate in the annual statewide face-to-face CRI meeting as requested by the Department.
The Grantee will not use the services of a subcontractor, excluding Operational Utilities, or subgrantee to fulfill any obligations under this Agreement without the prior written consent of the Department. Departmental approval of a budget including subcontractors or subgrantees does not constitute prior written consent for the use of such goods or services. All subgrantees shall have an application, including a budget and project deliverables, on file with the Grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and subgrants at any time during the term of the Agreement.

The Grantee will not commingle funds between separate grants or subgrants, even if the grants or subgrants are related, or the same population is being served.

In connection with the services described in Section 2.1 above, the Department will:

- Annually Conduct site visit(s) to the grantee for technical assistance and grant compliance monitoring, or when requested by the Grantee or deemed necessary by the Department's Office of Preparedness and Response staff.

- Conduct periodic communication exercise with SIREN or Starcom21 with local health departments;

- Conduct periodic training on the use of CDC's Inventory Management and Tracking System (IMATS).

The Department will provide specific guidance and formats for local health department exercises, training and performance measure and other types of reporting as described in this grant in a timely fashion.

The Department will provide technical support for its information technology systems required in this grant in a timely fashion.

Provide guidance to clarify these grant terms, or adapt to unforeseen emergencies and events;

Compensate Grantee as described in Section 5.3 of this grant agreement.

An entity may apply for a grant but will not be eligible for a grant award until the entity has pre-qualified through the Grant Accountability and Transparency Act (GATA) Grantee Portal, www.grants.illinois.gov. During pre-qualification, Dun and Bradstreet verifications are performed including a check of Debarred and Suspended status and good standing with the Secretary of State. The pre-qualification process also includes a financial and administrative risk assessment utilizing an Internal Controls Questionnaire. If applicable, the entity will be notified that it is ineligible for award as a result of the Dun and Bradstreet verification. The entity will be informed of corrective action needed to become eligible for a grant award.
Only local health departments in Illinois that are certified pursuant to 77 IAC 600 are eligible to apply. This does not include agencies that have not accepted PHEP and CRI funds for the last 4 years or those located within the City of Chicago.
Resolution
FI-R-0395-18

ACCEPTANCE AND APPROPRIATION OF THE
HUD HOMELESS MANAGEMENT INFORMATION SYSTEM GRANT PY19
AGREEMENT NO. IL0306L5T141710
COMPANY 5000 ACCOUNTING UNIT 1480
$154,556

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of $154,556 (ONE HUNDRED FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-SIX AND NO/DOLLARS) are available to be used to fund costs associated with maintaining the “C.R.I.S” program for the Homeless Management Information System; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. IL0306L5T141710 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); and

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

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

WHEREAS, the County of DuPage finds that the need to appropriate said additional 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 Agreement No. IL0306L5T141710 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development 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 $154,556 (ONE HUNDRED FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-SIX AND NO/DOLLARS) be made to establish the HUD Homeless Management Information System Grant PY19, Company 5000 Accounting Unit 1480, for period September 1, 2018 through August 31, 2019; 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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution
FI-R-0395-18

BE IT FURTHER RESOLVED that should the Health and 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 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION TO ESTABLISH
## THE HUD HOMELESS MANAGEMENT INFORMATION SYSTEM GRANT PY19
## AGREEMENT NO. IL0306L5T141710
## COMPANY 5000 ACCOUNTING UNIT 1480
## $154,556

### REVENUE
- 41000-0001 – Federal Operating Grant – HUD $154,556

**TOTAL ANTICIPATED REVENUE** $154,556

### EXPENDITURES

#### PERSONNEL
- 5000 Regular Salaries $107,010
- 51010 Employer Share I.M.R.F. 12,948
- 51030 Employer Share Social Security 8,186
- 51040 Employee Med & Hosp Insurance 19,883
**TOTAL PERSONNEL** $148,027

#### CONTRACTUAL
- 53260 Wireless Communication Services $1,040
- 53500 Mileage Expense 300
- 53510 Travel Expense 5,189
**TOTAL CONTRACTUAL** $6,529

**TOTAL ADDITIONAL APPROPRIATION** $154,556
SCOPE OF WORK for 
FY2017 COMPETITION 
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.

2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years’ CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.

3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD’s total funding obligation for this grant is $154,556 for project number IL0306L5T141710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

   a. Continuum of Care planning activities $_____
   b. UFA costs $0
   c. Acquisition $_____
   d. Rehabilitation $_____
   e. New construction $_____
   f. Leasing $_____
   g. Rental assistance $_____
   h. Supportive services $_____
   i. Operating costs $_____
   j. Homeless Management Information System $144,452
   k. Administrative costs $10,104
   l. Relocation costs $_____
   m. HPC homelessness prevention activities:
      Housing relocation and stabilization services $_____
      Short-term and medium-term rental assistance $_____

4. The performance period for the project begins 09/01/2018 and ends 08/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient’s federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.

6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:

(Signature)

Ray E. Willis, Director
(Typed Name and Title)

3/26/2018
(Date)

RECIPIENT
DuPage County Community Services
(Name of Organization)

BY:

(Signature of Authorized Official)

DIRECTOR OF COMMUNITY SERVICES
(Typed Name and Title of Authorized Official)

7/9/18
(Date)
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<table>
<thead>
<tr>
<th>Grant No.</th>
<th>Recipient Name</th>
<th>Indirect cost rate</th>
<th>Cost Base</th>
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APPROVING THE TRUSTEE-IN-DISSOLUTION'S PLAN FOR DISSOLUTION OF THE NORTH WESTMONT FIRE PROTECTION DISTRICT

WHEREAS, the County Board has adopted an ordinance dissolving the North Westmont Fire Protection District in accordance with the procedure set forth in Division 5-44 of the Counties Code; and

WHEREAS, the Circuit Court of DuPage County on July 26, 2018 appointed Michael Philipp as the Trustee-in-Dissolution of the North Westmont Fire Protection District upon the petition of the County Board Chairman; and

WHEREAS, Section 5-44030(a)(3) of the Counties Code requires the Trustee-in-Dissolution to present, within 30 days of his or her appointment, a plan for the consolidation and dissolution of the unit of local government to the county board for its approval and further requires that such plan shall identify what functions, if any, of the unit of local government shall be undertaken by the county upon dissolution and whether any taxes previously levied for the provision of these functions shall be maintained; and

WHEREAS, the Trustee-In-Dissolution has presented his plan for the dissolution of the North Westmont Fire Protection District in the manner and form required by Section 5-44030(a)(3) of the Counties Code and now requests that the County Board approve said plan; and

WHEREAS, said plan is attached to this Resolution as Attachment A and is herein incorporated;

NOW THEREFORE BE IT RESOLVED, that the County Board does hereby accept and approve the Trustee-In-Dissolution's Plan for the dissolution of the North Westmont Fire Protection District and further;

BE IT RESOLVED that the County Clerk shall maintain a copy of this resolution in the official records of the North Westmont Fire Protection District and transmit additional copies of this resolution to the Trustee-in-Dissolution and the State's Attorney.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
NORTH WESTMONT FIRE PROTECTION DISTRICT
PLAN FOR DISSOLUTION

Submitted to the DuPage County Board
Pursuant to 55 ILCS5/5-44030(a)(3)

September 4, 2018

Michael G. Philipp
Wiedel, Philipp, Indelicato & Olson
4915 Main Street
Downers Grove, IL 60515
(630) 969-2300
(630) 969-1342 fax
philippwhrp@aol.com
September 4, 2018

Honorable Chairman and Members
DuPage County Board
421 North County Farm Road
Wheaton, IL 60187

RE: Plan for Dissolution of the North Westmont Fire Protection District

Ladies and Gentlemen:

This Plan is submitted pursuant to the Local Government Reduction and Efficiency Act (55 ILCS 5/5-440005, et seq.) (the “Act”). I was appointed as Trustee-in-Dissolution of the North Westmont Fire Protection District (the “District”) on July 26, 2018, by the Honorable Paul Fullerton, in DuPage County Circuit Court Case No. 2018 MR 1053.

As you may know, all fire protection services for the District have been provided by the Village of Westmont Fire Department for many years. The District existed solely for the purpose of collecting real estate taxes to fund the fire and emergency services, since the District is outside of the Village boundaries. Earlier this year, the Village formed a Special Service Area which covered the same area as the District, and will begin to levy the fire service tax directly upon all taxable property within the District, thereby eliminating the need for the District.

There will be no change to the average response time by fire trucks and ambulances for District residents, and no decrease in the level of fire services provided to the residents of the District. The residents will continue to call 911 in an emergency, and the same Village firefighters and paramedics will respond with the same equipment from the same stations.
Page 2
Honorable Chairman and Members
DuPage County Board

The primary function of the District, to levy taxes and pay them to the Village, is now moot. The Village will levy a tax on the District residents beginning in the 2018 tax year, via the Special Service Area, as created by County Board Ordinances CB-O-0021-18 and CB-O-0035-18 (copies attached) in order to fully fund fire protection and paramedic services to the residents.

No functions of the District will need to be undertaken by the County upon dissolution of the District, and no previously-levied or future taxes by the District are necessary.

I plan to perform the following tasks in order to complete the orderly dissolution of the District:

1. **Inventory and collect all records.** Under the Local Government Records Act, the District should have all ordinances, audits and minutes ever approved, plus at least several years of all other records, such as bank statements and invoices. I plan to collect, organize and inventory all records of the District, and then follow the procedures in the Records Act for disposal or retention of records. Any records which the State desires to archive will be sent to Springfield, and some of the others will be stored for the recommended retention period until they are destroyed. Some of the records will have to be placed in permanent storage, which should be with the County Clerk as Secretary of the District. I will work with the State Archivist on best practices for record retention and destruction for dissolved units of government.

2. **Inventory and collect all property.** The District has a bank account, but no other personal or real property. The bank account will remain open during the dissolution process and pursuant to the Act, the funds must be used to pay any liabilities of the District and the expenses of the dissolution. Any remaining funds may be eligible for rebate to the taxpayers, or will be transferred to the Village of Westmont. The final transfer of funds should be included in the final petition for dissolution to the circuit court in approximately December, 2018, for approval.

3. **Final Audit.** The District’s fiscal year ends on May 31. A full audit will be completed for the final fiscal year to end May 31, 2019. I will seek quotes for the final audit from qualified CPA firms, including Crowe Horwath who performed the pre-dissolution financial procedures for the District.
4. **Pay remaining bills and obligations.** My understanding is that there are no outstanding bills or indebtedness, but the District has in its ordinary course approved expenditures pursuant to its budget for fire protection, emergency services and fire equipment and training for the Westmont Fire Department which will be presented for payment with any remaining bills to the County Treasurer, as Treasurer of the District, for action in accordance with the Prompt Payment Act.

5. **Cancel current contracts.** My understanding is that there are no current contracts (the District’s current contract with the Village expires essentially contemporaneously to the District’s dissolution).

6. **Communicate with residents.** I would like to send a letter to the residents of the District to inform them of some of the details of the dissolution, provide any additional information they may need and thank them for their cooperation.

7. **Prepare Final Report and Petition to the Circuit Court.** The State’s Attorney, as attorney for the District, will prepare any final pleadings. I will prepare a final report for approval by the Court to confirm the complete and orderly dissolution has been completed.

Sincerely,

WIEDEL, PHILIPP, INDELICATO & OLSON

Michael G. Philipp

MGP/amt
COUNTY OF DUPAGE )
) SS
STATE OF ILLINOIS )

OATH OF OFFICE

I, Michael G. Philipp, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Trustee-in-Dissolution of the North Westmont Fire Protection District to the best of my ability.

Michael G. Philipp
Trustee-in-Dissolution

COUNTY OF DUPAGE )
) SS
STATE OF ILLINOIS )

Signed and sworn before me by Michael G. Philipp this 4 day of September, 2018.

Notary Public

"OFFICIAL SEAL"
ANNETTE TREACY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/07/2019
Ordinance
CB-O-0021-18

ORDINANCE

AN ORDINANCE PROPOSING THE DISSOLUTION OF THE NORTH WESTMONT FIRE PROTECTION DISTRICT UNDER PUBLIC ACT 98-0126

WHEREAS, it is in the best interests of DuPage County taxpayers that more efficient service delivery models be established to replace units of government which are not financially sustainable; and

WHEREAS, the Chairman and members of the County Board under the DuPage ACT Initiative (accountability, consolidation, transparency) sought and received supplemental legislative authority from the General Assembly authorizing the dissolution of certain units of local government and the consolidation of governmental functions in the best interest of taxpayers; and

WHEREAS, Public Act 98-1026 authorizes the DuPage County Board to propose by ordinance the dissolution of certain specified units of local government, including the North Westmont Fire Protection District; and

WHEREAS, the North Westmont Fire Protection District is a unit of local government established under the Fire Protection District Act (70 ILCS 705/4); and

WHEREAS, the Village of Westmont has established a special service area (hereafter “Special Service Area No. 2”) under the Special Service Area Tax Law (35 ILCS 200/27-5) to provide for fire and emergency medical services to a portion of unincorporated DuPage County, including all territory within the North Westmont Fire Protection District; and

WHEREAS, the Village of Westmont currently provides fire and emergency medical services to the territory under contract with the North Westmont Fire Protection District; and

WHEREAS, the Village of Westmont will continue to provide fire and emergency medical services to Special Service Area No. 2; and

WHEREAS, the creation of Special Service Area No. 2 and dissolution of the North Westmont Fire Protection District eliminates the District’s outstanding financial obligations to the Village of Westmont, which amount to $60,000 annually, and further provides a stable funding source for continued delivery of fire and emergency medical services; and

WHEREAS, the dissolution of the North Westmont Fire Protection District will abolish its property tax levy, and eliminate $11,000 in annual professional services costs and trustee compensation (as provided by statute) necessary to maintain the unit; and

WHEREAS, consistent with Public Act 98-0126, the dissolution of the North Westmont Fire Protection District will not increase the average response times nor decrease the level of service provided; and
Ordinance
CB-O-0021-18

NOW, THEREFORE BE IT ORDAINED, by the County Board of DuPage County, Illinois that:

1. The County Board does hereby propose the dissolution of the North Westmont Fire District pursuant to Public Act 98-0126; and

2. The Chairman of the County Board shall cause an audit of the North Westmont Fire Protection District to occur, the findings of which are to be reported back to the County Board within thirty (30) days; and

3. The Clerk shall publish notice of this Ordinance in a newspaper of general circulation served by the North Westmont Fire Protection District and on the County’s website.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest:

__________________________________________
PAUL HINDS, COUNTY CLERK
Ordinance

CB-O-0035-18

AN ORDINANCE DISSOLVING THE NORTH WESTMONT FIRE PROTECTION DISTRICT UNDER PUBLIC ACT 98-0126

WHEREAS, the County Board, as part of its DuPage ACT Initiative (accountability, consolidation and transparency) and pursuant to the authority granted by Public Act 98-0126 (codified as 55 ILCS 5/5-44005, et. seq.), has adopted Ordinance CB-O-0021-18 ("Proposing Ordinance") proposing the dissolution of the North Westmont Fire Protection District ("District"); and

WHEREAS, following the adoption of the Proposing Ordinance, the Chairman of the DuPage County Board caused an audit of the District’s financial position to be undertaken, including a review of the District’s assets, receipts, claims and debt as well as an inventory of its property; and

WHEREAS, the audit findings were reported to the Chairman and DuPage County Board on May 10, 2018; and

WHEREAS, the audit reported the following:

1. Assets: The District’s balance of cash assets as of April 10, 2018, was $13,089. No capital assets existed as of April 10, 2018. No issues noted. Set forth in “Appendix A- Financial Schedules” and Agreed Upon Procedures (AUP) Report (Item No. 6).

2. Receipts: For the period of May 1, 2017 to April 30, 2018, the District had total revenues of $42,917. No issues noted. Set forth in “Appendix A- Financial Schedules”.


WHEREAS, the County Board made prior factual findings regarding the state of the District and its ability to provide services to its residents; and

WHEREAS, the County Board found that the Village of Westmont ("Village") had provided fire protection and emergency medical services, through its municipal fire department, to the District under an arrangement whereby the District paid (reimbursed) the Village annually, from the District’s tax proceeds, for the Village’s costs to provide such services to the District’s residents and properties; and

WHEREAS, the District’s tax proceeds were insufficient to cover the Village’s full costs to provide such services and that, annually, the District accumulated over $60,000 in financial obligations; and
Ordinance

CB-O-0035-18

WHEREAS, with the consent of a majority of the residents of the District, the Village established Special Service Area No. 2, with no objections, to provide fire protection and emergency medical services to the residents and properties within Special Service Area No. 2, which special service area includes the entire territory of the District; and

WHEREAS, the creation of Special Service Area No. 2 provides a sustainable and stable funding source for the Village to permit it to continue the delivery of fire protection and emergency medical services to the residents and properties within the District’s territory; and

WHEREAS, the dissolution of the District will provide cost savings for its residents as the annual property tax levy of approximately $42,000 will be abolished, and over $11,000 in annual professional services costs and trustee compensation (as provided by statute) will no longer be necessary to maintain the District; and

WHEREAS, the dissolution of the District will not increase the average response times nor decrease the level of fire protection and emergency medical services; and

NOW THEREFORE BE IT ORDEAED, by the County Board of DuPage County, Illinois that:

1. The County Board does hereby dissolve the North Westmont Fire Protection District, pursuant to the authority conferred by Public Act 98-0126, and that said dissolution shall occur one hundred fifty (150) days from the effective date of this Ordinance; and

2. The County Clerk shall publish public notice of this Ordinance in a newspaper of general circulation for the area served by the North Westmont Fire Protection District that informs the public that the question of dissolution of the North Westmont Fire Protection District may be subject to a referendum if a sufficient number of registered voters residing within the District’s territory file a petition with the DuPage County Board of Elections containing the requisite number of signatures of the District’s voters. More specifically, the above-described notice shall inform the public that:

   a. 7.5% or seventy-three (73) of the District’s nine hundred sixty-nine (969) registered voters are required to sign a petition requesting that the question of dissolution be submitted to referendum; and

   b. Such petition must be filed on or before July 20, 2018 with the DuPage County Election Commission, 421 N. County Farm Road, Wheaton, Illinois; and

   c. In the event that a petition meeting the requirements of this Ordinance, and state law, is timely filed with the election authority, the date of the prospective referendum shall be November 6, 2018; and
Ordinance
CB-O-0035-18

d. The statement of cost savings and the purpose or basis for the dissolution which are fully set forth in Ordinance CB-O-0021-18 and within the recitals of this Ordinance CB-O-0035-18

3. If no legally compliant petition requesting that the question of dissolution be submitted to referendum has been filed with the election authority by July 20, 2018, this Ordinance shall become effective as of that date.

4. As soon as the Chairman of the DuPage County Board is lawfully authorized to do so, and without further action by the County Board, the County Board Chairman shall cause to be filed with the Eighteenth Judicial Circuit Court of DuPage County a petition for an order designating a trustee-in-dissolution for the North Westmont Fire Protection District, immediately terminating the terms of the members of the North Westmont Fire Protection District’s governing board, and providing for the compensation of the trustee-in-dissolution, which shall be paid from the corporate funds of the North Westmont Fire Protection District.

5. Following its adoption, the DuPage County Clerk shall transmit certified copies of this Ordinance to the Board of Directors of the North Westmont Fire Protection District; the Village of Westmont; Robert B. Berlin, DuPage County State’s Attorney; Gwen Henry, DuPage County Treasurer; and the DuPage County Election Commission.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: PAUL HINDS, COUNTY CLERK
Resolution
FI-R-0873-18

BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

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

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

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _______________________
PAUL HINDS, COUNTY CLERK
**DuPage County, Illinois**  
**BUDGET ADJUSTMENT**  
**Effective June 20, 2016**

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<th>Accounting Unit</th>
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<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
<th>Date of</th>
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<td>2555</td>
<td>54199</td>
<td>CAPITAL CONTINGENCY</td>
<td>$650,000.00</td>
<td>$2,412,361.40</td>
<td>$2,061,361.00</td>
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**Total**  
$650,000.00

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<tr>
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<tr>
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<td>54030</td>
<td>SEWER/WATER TREATMENT PLT CONS</td>
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<td>$2,412,361.40</td>
<td>$2,061,361.00</td>
<td>9/29/18</td>
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**Total**  
$650,000.00

**Reason for Request:**
Transfer needed for remaining capital spending for enhanced phosphorus removal project & projected spending related to master plan engineering.

**Department Head**  
Signature on File  
8/28/18  
Date  
8/29/18  
Date

**Finance Department Use Only**

**Fiscal Year**  
2018  
**Budget Journal #**  
**Acctg Period**  
**Entered By/Date**  
**Released By/Date**  
**Posted By/Date**  

---

**Attachment:** Budget Transfers 09-11-18 (FI-R-0873-18 : Budget Transfers 09-11-18)
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<th>Prior to Transfer</th>
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<tr>
<td>1130</td>
<td>52200</td>
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<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$2,700.00</td>
<td>3847.23</td>
<td>1147.23</td>
<td>8/15/18</td>
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<tr>
<td>1130</td>
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<td>WEARING APPAREL</td>
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**Total** $3,700.00

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<td>52100</td>
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<td>I.T. EQUIPMENT-SMALL VALUE</td>
<td>$3,700.00</td>
<td>3700</td>
<td>3700</td>
<td>8/15/18</td>
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**Total** $3,700.00

Reason for Request:
Transfer is needed to purchase PCs and other IT equipment to support security cameras in parking garages.

---

Signature on File

Date: 8/15/18

Signature on File

Date: 8-21-18

---

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company #

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<td>REGULAR SALARIES</td>
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Total $3,200.00

To: 6510
Company #

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<td>MATCHING FUNDS/CONTRIBUTIONS</td>
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<td>40,814.19</td>
<td>44,014.00</td>
<td>8/22/18</td>
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Total $3,200.00

Reason for Request:
Increase budget of Matching Funds resulting from increased grant funding from the Donated Funds Initiative grant.

Signature on File
Department Head
Date 8/21/2018

Signature on File
Chief Financial Officer
Date 8/22/18

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

JPS 9/4 FIN 9/11 CB

Packet Pg. 287
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

**CORPORATE FUND**

**REPLACEMENTS**

**SHERIFF 1000-4410**

Effective August 21, 2018
LaShan Smith, Licensed Practical Nurse
Class 4121, Range 110 at $24.00 per hour

Effective August 27, 2018
George Potamites, Deputy Sheriff
Class 2233, Range 411 at $55,051 per year

**PROMOTIONS**

**FACILITIES MANAGEMENT 1000-1100**

Effective September 12, 2018
Christopher Cleff, Housekeeper II
Class 4211, Range 107 at $24,203 per year, from Class 4210, Range 106 at $23,640 per year

**NON-CORPORATE FUND**

**REPLACEMENTS**

**CARE CENTER 1200-2000**

Effective September 6, 2018
Anabel Kotvan, Office Assistant
Class 1004, Range 108 at $13.00 per hour
REPLACEMENTS

CARE CENTER 1200-2050
Effective September 10, 2018
Carlynn Cook, Certified Nursing Associate
Class 4111, Range 108 at $27,040 per year

COMMUNITY SERVICES 1400-5920
Effective September 5, 2018
Latoya Crow, Office Assistant
Class 1004, Range 108 at $30,000 per year

COMMUNITY SERVICES 5000-1520
Effective September 25, 2018
Elizabeth Steele-Dunn, Senior Community Development Specialist
Class 1946, Range 311 at $63,500 per year

DIVISION OF TRANSPORTATION 1500-3510
Effective September 12, 2018
Dylan Schrader, Laborer
Class 3110 at $33,500 per year

PROMOTIONS

BUILDING & ZONING 1100-2810
Effective September 12, 2018
Leslie McCracken, Building/Zoning Permit Technician
Class 3194, Range 110 at $36,000 per year, from
Class 1003, Range 108 at $28,610 per year

COMMUNITY SERVICES 5000-1720
Effective September 12, 2018
Kathryn Burghardt, Information & Referral Specialist II
Class 1912, Range 109 at $33,250 per year, from
Class 1915, Range 108 at $31,212 per year
PROMOTIONS

Effective September 12, 2018
Bailey Mahoney, Information & Referral Specialist II
Class 1912, Range 109 at $33,250 per year, from
Class 1915, Range 108 at $31,212 per year

PUBLIC WORKS 2000-2555

Effective September 12, 2018
Matthew Olijar, Wastewater Facilities Operator
Class 3222 at $46,500 per year, from
Class 3110 at $33,500 per year

Effective September 12, 2018
Michael Pine, Wastewater Facilities Operator
Class 3222 at $46,500 per year, from
Class 3110 at $33,500 per year

TEMPORARY

CARE CENTER 1200-2050

Effective August 25, 2018
Marta Borzymowska, Certified Nursing Associate
Class 4111, Range 108 at $19.00 per hour

Effective September 1, 2018
Mamatha Joseph, Registered Nurse
Class 4124, Range 311 at $38.29 per hour

Effective September 10, 2018
Julija Belc, Licensed Practical Nurse
Class 4121, Range 110 at $21.00 per hour

Effective September 10, 2018
Tomasz Grzegorzko, Licensed Practical Nurse
Class 4121, Range 110 at $21.00 per hour
TEMPORARY

COMMUNITY SERVICES 5000-1420

Effective September 12, 2018
Melanie Ojeda, Social Services Assistant
Class 1232, Range 108 at $14.25 per hour

COMMUNITY SERVICES 5000-1760

Effective September 12, 2018
Uduakobong Udo, Intern
Class 9170 at $10.50 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Purpose of Trip: (explain fully the necessity of making the trip)

There is NO conference registration cost as the Best Friends Animal Society has awarded a scholarship for members of the DCAS leadership team to attend resulting in a cost savings to the county of $150.00 each ($450.00 total for 3 staff members to attend). The DCAS team was hand selected to receive these scholarships due to Best Friends’ belief in our leadership’s proven ability to effectively implement lifesaving programs and services at DCAS. The Best Friends Midwest Regional Leadership Summit will provide valuable training for behind the scenes management/administration of progressive shelters and animal rescuing including but not limited to: animal adoptions, fear free animal sheltering, diversion programs to keep animals out of a shelter and in a home, recruiting fosters, effective leadership, marketing/outreach, shelter medicine, etc. The Summit features speakers in key leadership roles within leading national shelters at the forefront of progressive animal sheltering/rescue. The Summit will provide this staff member the opportunity to bring back new innovative ideas for both our animals and our citizens as well as training information for all Animal Services staff. This conference also provides an opportunity for staff to make connections, foster relationships and share best practices with other rescues and organizations in attendance, and to begin conversations with other leading shelters in the region about how our facilities can better collaborate to save more animal lives locally and regionally.

Destination:  Radisson Plaza Hotel, 100 West Michigan Ave., Kalamazoo, MI 49007

Date of Departure:  9/26/2018      Date of Return Arrival:  9/28/2018
(Please include a detailed explanation if different from official business dates)

As the conference begins at 9:00am on 9/27, we are requesting a hotel for the night of 9/26.

Please indicate the estimated amount for each applicable expense.

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<th>Amount</th>
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<td>Rental Car:</td>
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<tr>
<td>MISCELLANEOUS EXPENSES (parking, mileage, etc.)</td>
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<tr>
<td>Reference Materials:</td>
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<tr>
<td>Meals: (Per Diems)</td>
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<td>Total:</td>
<td>$635.80</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Other Action Item

17-18-908

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Contact
conference@michiganpetfund.org
877-387-7257
www.michiganpetfund.org

When
Thursday, September 27
7:30-11:30 a.m. Registration Check-in
9:00 a.m. - 4:30 p.m. Sessions throughout the day
4:45-5:45 p.m. Beer and Pretzels Roundtables & Raffle (Cash Bar)

Friday, September 28
8:00-9:00 a.m. Registration Check-in
9:00 a.m. - 5:00 p.m. Sessions throughout the day
5:00-5:30 p.m. Closing Charge & Grand Prize Giveaway

Add to Calendar

Where
Radisson Plaza Hotel at Kalamazoo Center
100 W Michigan Ave.
Kalamazoo, MI 49007
(269) 343-3333

Supported by:

Best Friends

SAVE THEM ALL

FEAR FREE
Taking the pet out of petrified.

Join staff and volunteers from animal shelters, rescue organizations, advocacy groups, policy makers, veterinarians, vet techs, educators, students and compassionate community members to learn ways to save lives in your community. Hear cutting-edge research from leading national animal welfare experts along with success stories and strategies from Michigan shelters, rescues, and advocates.

Registration for the 2-day conference includes:
* Keynote lunch presentation (Thursday) by Dr. Marty Becker, “America’s Veterinarian,” Fear Free
* Shelter awards presentation (Friday) recognizing top shelters throughout the state
* Nine break-out sessions of your choice
* Lunch, snack and beverage breaks (vegetarian/vegan available)
* Animal CPR & First Aid (space is limited)
* OPTIONAL shelter tour of SPCA of Southwest Michigan with Kalamazoo city highlights (space is limited)
* Roundtable discussions led by speakers
* Exhibitor Showcase
* Raffle Prizes
* Access to custom event app to personalize your agenda, engage with other attendees, network with exhibitors and sponsors, and much more!

Single-day registration is available.

Michigan Certified Rescue organization members receive 15% discount.

Session Options
View agenda here.

Animal CPR and First Aid Matt Elvin, TipTopTails Dog Training (space is limited)

The Benefits of Coalition and Steering Committees Marc Peretta & Tawny Hammond, Best Friends Animal Society
Breaking the Breed Label Habit  
Kristen Auerbach, Pima Animal Services

The Care and Feeding of Staff and Volunteers  
Dr. Linda Harper

Cat Adoptions from Zero to Infinity  
Monica Frenden, Austin Pets Alive!

Cat Enrichment in the Shelter: Turn Down the Stress and Turn Up the Feline Fun  
Pam Johnson-Bennett

Cats Scratch: Here's How to Keep Them in Their Homes Anyway  
Dr. Theresa DePorter, Fear Free

The Decision to Kill for Behavior: Policy and Protocol  
Kristen Auerbach, Pima Animal Services

Decoding Data: Using Your Stats to Save Lives  
Nikki Kelley, Best Friends Animal Society

Developing Plans and Addressing Issues - MPFA Assistance  
Deborah Schutt and Lisa Rabine, Michigan Pet Fund Alliance

Diversion Programs: Innovative Approaches that Keep Animals Out of Shelters  
Jon Clarkson, Dog Aid and Kelly McLaughlin, Bark Nation

Empathy for the Fearful, Worried, or Anxious Dog  
Dr. Theresa Porter, Fear Free

Free Free Husbandry in the Shelter Setting  
Dr. Cynthia Delaney, UC Davis - Koret Shelter Medicine Program

Fear Free Training in the Shelter Setting  
Dr. Cynthia Delaney, UC Davis - Koret Shelter Medicine Program

Feral Kittens: More Than KMR  
Tabitha Kucera, Fear Free Certified

Courtney Protz-Sander, Paws for Life Rescue

How to Conduct Conversational Adoptions (Role Play Session)  
Katie Timber, SPCA of Southwest Michigan; Tanya Hilgendorf, Humane Society of Huron Valley

How to Powerfully and Effectively Leverage Volunteers  
Pat Guerrero and José Ocano, Best Friends Animal Society

How to Reach Your Target Audience: Digital Fundraising, Email Marketing, Digital Strategy  
Amy Starnes, Best Friends Animal Society

How We Improved - Panel Discussion of Award Winners  
Moderated by Deborah Schutt, Michigan Pet Fund Alliance

Litter Box Lowdown: Addressing Non-medical Litter Box Issues  
Pam Johnson-Bennett

Midwest Region Overview: Best Friends No Kill 2025 Goal  
Tawny Hammond, José Ocano, and Marc Peralta, Best Friends Animal Society

Midwest Success Stories: Leadership from Around the Midwest states  
Moderated by Tawny Hammond, Best Friends Animal Society

No Cat Left Behind: How to Get Special Needs Cats Adopted  
Monica Frenden, Austin Pets Alive

No Kill: What Does It Mean and How Do You Message It?  
Tawny Hammond, Best Friends Animal Society

Progressive Animal Services as a Community Ethic  
José Ocano, Best Friends Animal Society & Lee Ann Shenefiel, City of Austin Animal Services

Recruiting Fosters for the Challenging Dog  
Kristen Auerbach, Pima Animal Services

Starting a Successful Barn Cat Program  
Monica Frenden, Austin Pets Alive
Accommodations

Radisson Plaza Hotel

100 West Michigan Ave.
Kalamazoo MI 49007
(269) 343-3333
Price: $135 + 11% tax.

For the discounted rate, book using “Getting to the Goal 2018”.

Kalamazoo pet-friendly hotels are here.

Self-parking in the Radisson garage is $10 per day if not staying at the hotel or $10 per night for overnight guests staying at the hotel.

Valet is $30 per vehicle per day.

Scholarships are available for individuals facing financial hardship. Recipients are asked to pay a $50 registration fee. The scholarship information is here.

Conference Cancellation Policy: Registration is non-refundable. If you are unable to attend, you may transfer your registration to another person, or to the scholarship fund and request a tax-deductible donation letter.
Event Schedule

Thu, Sep 27, 2018

9:00am

**Let's Keep Community Cats in the Community Where They Belong**

- **Glen's 1**
- **9:00am - 10:00am, Sep 27**

Every day, animal shelters are being flooded with what concerned citizens think are stray cats for the wrong reason. These cats are safe and living a humane life within the community while being taken care of by responsible caregivers. Alice, an Animal Control Officer, TNR convert will cover how to educate the public and put their minds at ease when they contact you about these cats. Learn why the cats are healthy and safe, and should stay within the community. See what other shelters are doing to keep community cats with their owners/caregivers, instead of the cats being relinquished as owner surrenders. This session will help you reduce your intake numbers and euthanasia numbers while helping you focus on increasing your adoption and live release rate.

**Speaker:**

Alice Burton  
Associate Director of Animal Shelter & Animal Control Engagement, Alley Cat Allies

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**How Does Your Rescue Measure Up? Best Practices for Home-based Rescue Organizations**

- **Prairies 5**
- **9:00am - 10:00am, Sep 27**

The relationship between shelters and home-based rescue organizations has come a long way over the last decade. Home-based rescue organizations are imperative in achieving no kill as they often provide the medical care and training for animals, which can't appropriately be addressed in the shelter, in order to ready them for a new home. As an unregulated business, it is vital that home-based rescue organizations voluntarily undertake best practices. However, we still hear of 10-page adoption applications, no return phone calls and corners being cut in standards of care and training. Continuing education and keeping up with new research and findings are necessary to incorporate best practices into these crucial groups. Take this opportunity to hear if your organization needs to kick it up a notch.

**Speaker:**

Courtney Protz-Sanders  
Founder and Executive Director, Paws for Life Rescue
How to Conduct Conversational Adoptions (Role Play Session)

0 9:00am - 10:00am, Sep 27
Prairies 6

Connecting pets and people through adoption is a big job. Shifting from application-based adoptions to engaging and supportive conversation often requires new skills. Training and practice helps build confidence in adoption staff and volunteers, so that organizations can have confidence in their ability to deliver a positive adoption experience. This session offers practical tips and exercises to help adoption team members develop core strengths and positive interactions with potential adopters.

Speakers:

Katie Timber
Executive Director, SPCA of Southwest Michigan

Tanya Hilgendorf
President and CEO, Humane Society of Huron Valley

Tour of SPCA of Southwest Michigan with Kalamazoo City Highlights

0 9:00am - 10:45am, Sep 27
Check in at Registration Desk

See firsthand why SPCA of Southwest Michigan is a 2017 MPFA Shelter Award Winner for Limited Admission Shelter with the Most Adoptions (1541) and 90% save rate or greater. Following the shelter tour is a Kalamazoo city highlights tour.

Please sign up during online registration. Tour is limited to 14 attendees.

- 8:30am Check in begins at our Registration Desk in the Arcadia Ballroom Foyer
- 9:00am Bus departs the Radisson
- 9:15am-10:15am Shelter Tour
- 10:15am-10:45am City Tour
- 10:45am Bus arrives at the Radisson

Trap, Neuter, Return (TNR) Training

0 9:00am - 11:15am, Sep 27
Glens 2

The first hour of this training will focus on the mission of TNR, how to obtain successful results, recruitment of volunteers and gaining community support. This training is meant for anyone who wants “how-to-do-it” guidelines, including getting started, scheduling surgeries, finding money, where to start ... all the nuts and bolts of TNR. The second hour of the training will be hands-on demonstrations of various types of traps, tips on location and feeding, safe handling of feral cats, transferring and transporting of animals and return
to field. A TNR Handbook is available for purchase from our Registration Desk for $15, but is not required for this session.

Speaker:

**Dr. Diana Newman**
Board Member, Michigan Pet Fund Alliance

**Animal CPR and First Aid**

🕒 9:00am - 11:15am, Sep 27  
📍 Glens 3

The dog in front of you starts to choke on a treat that you have just given them. What do you do? Is there a Heimlich maneuver for cats and dogs? Do you administer it like you would a human? In this Animal CPR and First Aid lite two-hour hands-on class, you will learn how to make a temporary muzzle, administer CPR and rescue breathing, and how to assess an emergency situation with a cat or dog so you know what actions need to be taken. Class size is limited to the first 18 who select the class when registering for the conference.

Speaker:

**Matt Elvin**
TipTopTails LLC

**No Cat Left Behind: How to Get Special Needs Cats Adopted**

🕒 10:15am - 11:15am, Sep 27  
📍 Glens 1

FIV, Feline Leukemia, renal failure, elderly, chronically ill, behaviorally challenged. Every rescue struggles with getting ‘special needs’ cats adopted. The majority of cats taken in by Austin Pets Alive! would be considered ‘special needs’ by most shelter standards, but APA! believes these are lives worth saving and has shown they can be adopted. Learn how to place special needs cats through innovative programs, marketing, and adopter support to help you leave no cat left behind!

Attendees will learn about programs and incentives that help special cats find special homes, marketing special needs cats, and how to keep them in their homes should problems arise.

Speaker:
No Kill: What Does It Mean and How Do You Message It?

For some people the term “No Kill” can be confusing and controversial. The term has been used in animal welfare circles for over two decades now and not always in a positive way. Although there currently appears to be much less push back within and outside animal welfare circles - it still can be divisive for some people. Attendees will learn what the term “No Kill” means, how it is achieved and what language might be better utilized depending upon your audience.

Speaker:

Tawny Hammond
Midwest Region Director, Best Friends Animal Society

Empathy for the Fearful, Worried, or Anxious Dog

As dogs move through transport, shelters, rescue groups, foster homes, adoption events, and into adoptive homes, they experience a lot of fear, stress, and anxiety. We don’t always recognize those signs, as some of them are easy to explain away or ignore in the name of getting them out of the stressful situation as quickly as possible. But ignoring their emotional state causes suffering, and can also cause behavior problems to develop and worsen. Learn how to assess, understand, and develop empathy for fear and anxiety in dogs to improve their welfare and boost their chances of successful adoption.

Speaker:

Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC
11:30am

Lunch with Keynote Presentation

Keynote: Why Fear Free Animal Shelters Aren't Just Essential - They're Inevitable

11:30am - 12:45pm, Sep 27
Arcadia Ballroom

Free Free is a comprehensive training and certification program developed by board-certified veterinary behaviorists, board certified veterinary anesthetists, and other well-known veterinary experts experienced in caring for both the emotional and physical well-being of pets. Now, they've engaged leading shelter veterinarians and sheltering experts to develop a comprehensive free training and certification course for animal shelter and rescue workers, which will launch in December 2018. In his keynote, Dr. Becker will discuss the new course and how this approach makes life better for every pet in every shelter, every foster home, every veterinary practice, and every adoptive home, every day, forever.

Speaker:

Dr. Marty Becker
Founder and CEO, Free Free

1:00pm

Cat Adoptions from Zero to Infinity

1:00pm - 2:00pm, Sep 27
Glens 1

Too many cats, not enough adopters? In this session, you'll learn how APA! went from 721 cat adoptions per year, to 3,540! Starting from scratch with no shelter and no budget through managing a population of 1,000+ cats, this session has something for every cat rescuer. We'll discuss adoption options for those without a shelter facility; growing adoptions at a facility; and how progressive adoptions, marketing, policies, and practices enable APA! to place thousands of cats each year while maintaining quality adoptions and a low return rate.

Speaker:

Monica Freuden
Maddie's Director of Feline Lifesaving, Austin Pets Alive!

The Decision to Kill for Behavior - Policy and Protocol

1:00pm - 2:00pm, Sep 27
Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**
How do euthanasia decisions get made in your organization? Do you have a step-by-step process that makes sure every possible solution is explored before an animal is euthanized? Our ten-step, easy-to-follow protocols for medical and behavior euthanasia ensure that animals are only euthanized when there are no other options. Some of the steps to euthanizing an animal include a call to the previous owner, incident confirmation and pleas to external partners. Attendees will receive copies of PACC's euthanasia forms and procedures. They're designed for municipal shelters but can be used in any organization and they will save more lives!

Speaker:

Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

2017 MPFA Outside the Box Award Winners

Thinking outside of the box paid off for some Michigan shelters and rescues, both financially and in lives saved. Join the winners of the first Michigan Pet Fund Alliance/Macomb Humane Society Foundation “Outside the Box-Lifesaving Programs/Projects” awards. You are guaranteed to say: “Wow, why didn’t I think of that?!” Get inspired and start thinking about new and creative ways to increase live release rates in your own community.

Speakers:

Marie Green
President / Treasurer, Gratiot Animals in Need aka G.A.I.N

Amy Warner
Volunteer/Events/Rescue Coordinator, Genesee County Animal Control

Karen Kazyak
Director of Animal Welfare, Humane Society of Livingston County

Tania Jaczkowski
Veterinary Technician, Transport & Grant Grant Coordinator, Humane Society of West Michigan

Midwest Region Overview: Best Friends No Kill 2025 Goal
Hear from Best Friends Animal Society’s regional leadership on the status of the No Kill 2025 campaign. Get most recent lifesaving data updates on the nation, regions and states. Learn what you can do to help be part of the bigger picture as well as your community. It takes a village to SAVE THEM ALL!

Speakers:

José Ocáño  
Pacific Region Director, Best Friends Animal Society

Marc Peralta  
Senior Director of Regional Programs, Best Friends Animal Society

Tawny Hammond  
Midwest Region Director, Best Friends Animal Society

Helping Shelter Pets find Health, Happiness, and Homes with Fear Free

Dr. Marty Becker, founder of Free Free, will help shelter and rescue staff and volunteers and foster caregivers understand what this movement means to them, and how implementing Free Free approaches can keep pets healthier in shelters and foster homes, make the transition to a new home more successful, and keep pets in homes. He’ll also cover the new Free Free course and certification for animal shelter workers and volunteers.

Speaker:

Dr. Marty Becker  
Founder and CEO, Free Free

Starting a Successful Barn Cat Program

2:15pm - 3:15pm, Sep 27

Glens 1
Often considered unadoptable and overlooked for rescue, feral and fractious cats can be saved through a progressive Barn Placement Program and given a new lease on life as working cats. Learn how to start a barn program from scratch, including selecting cats appropriate for barn placement, finding quality homes, proper relocation procedures, and safe handling and sheltering practices. The Austin Pets Alive! Barn Cat Program saves hundreds of feisty cats each year that would otherwise be slated for euthanasia, and you can, too!

**Speaker:**

Monica Frenden  
Maddie’s Director of Feline Lifesaving, Austin Pets Alive!

**Diversion Programs: Innovative Approaches that Keep Animals Out of Shelters**  
02:15pm - 3:15pm, Sep 27  
Glens 2

You know what’s even better than saving the lives of animals in shelters? Preventing them from entering shelters in the first place. In this session, you’ll learn of the programs of Dog Aide a Detroit-focused community outreach program and how they work with Detroit Animal Care and Control to implement diversion programs and explore the benefits of finding alternatives to pets entering shelters. The speakers will walk you through both shelter-based diversion programs and community-based ones, and help you identify ways to successfully implement diversion tactics for animals in your community.

**Speakers:**

Jennifer Clarkson  
Executive Director, Dog Aide  
Kelly McLaughlin  
Director, Bark Nation

**The Care and Feeding of Staff and Volunteers**  
02:15pm - 3:15pm, Sep 27  
Glens 3

Working in animal rescue IS STRESSFUL. Shelter staff, AC officers and volunteers at shelters and rescue organizations are exposed on a regular basis to animal cruelty, life and death decisions, what seems like an endless stream of need for the homeless animals in their care, the uncertainty that the best decision was made for the adoption and rehoming of their voiceless clients – not to mention the daily interface of working with the two-legged in an
emotional environment. In 2015 a study by the American Journal of Preventive Medicine revealed that animal rescue workers have a suicide rate of 5.3 in 1 million workers. This is the highest suicide rate among American workers; a rate shared only by firefighters and police officers. Stress, burnout, depression often referred to as Compassion Fatigue with its long-term consequences is real in every organization. Just like the airplane scenario, if you don’t put your oxygen mask on first you can’t effectively help those in your care. Learn what can be done to combat stress which will make your organization more effective at helping the animals. Every organization needs to be offering a program for staff and volunteers.

Speaker:

Linda Harper
Consultants In Applied Psychology

Midwest Success Stories: Leadership from Around the Midwest States

2:15pm - 3:15pm, Sep 27
Prairies 5

Leaders from around the Midwest Region will share their inspiring and lifesaving success stories and real-life examples from successful collaboration, coalition building, problem solving, programmatic changes, data driven decisions, pilot programs and innovation. Moderated by Tawny Hammond, Midwest Region Director for Best Friends Animal Society.

Speaker:

Tawny Hammond
Midwest Region Director, Best Friends Animal Society

Cats Scratch: Here’s How to Keep Them in Their Homes Anyway

2:15pm - 3:15pm, Sep 27
Prairies 6

Scratching is a normal, natural, and beneficial behavior of the cat, but it can put a strain on the human-cat relationship, mostly because many people don’t understand scratching and how to effectively direct it in acceptable ways. In this session, learn how to work with cat owners and adopters to get new kittens and cats off to a great start, and deal with unwanted scratching in cats at risk for relinquishment. This will include the results of an Internet survey of 4,331 cat owners to help identify what works in the real world, including the “purrfect” scratching post, the new
pheromone product Feliscratch, and recommendations for cat owners to understand and reduce the impact of destructive scratching.

Speaker:

Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC

3:30pm

Litter Box Lowdown: Addressing Non-medical Litter Box Issues
☐ 3:30pm - 4:30pm, Sep 27
Glens 1

When your cat stops using the litter box it's frustrating and stressful for both cat and cat parent. It's also, sadly, one of the most common reasons that a cat may get a one-way ticket to the nearest shelter. There are many reasons why a cat may avoid the litter box and it's important to figure out the true cause in order to get everything back on track. Inappropriate elimination shouldn't be a deal-breaker when it comes to whether kitty gets to stay in your family or not. While some reasons for litter box aversion may be more complex, there are often some simple mistakes cat parents make.

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC

Recruiting Fosters for the Challenging Dog
☐ 3:30pm - 4:30pm, Sep 27
Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**

Does your shelter struggle to achieve live outcomes for medium and large dogs who demonstrate behavioral challenges in the shelter? Do you ever think, “If we could just get them out, they might be okay?” If you answer ‘yes’ to either of these questions, this talk is for you. You'll learn proven methods that will help you save 90% or more of dogs with behavioral problems like barrier reactivity and fear-based aggression. This talk, based on a two-year study, will give you practical, easy-to-implement solutions to deal with some of your most challenging dogs, and in most cases, save their lives!

Speaker:
Every shelter and rescue organization has several target audiences they need to reach. Donors, adopters, lost families, potential volunteers… and that's just a few of them. And there are so many ways you could be reaching them online -- but where are you going to get the best results with the limited time and resources that you have? Learn which channels to focus on and how to get the most out of them. We'll look at email, social media, websites, blogs, and more. You'll leave this session with straightforward cost-effective tips you can put into practice right away to help you reach your goals, so you can get back to your number one priority: taking care of the animals. Help is on the way!

Speaker:

Amy Starnes
Director of Digital Fundraising, Best Friends Animal Society

Coalitions and Steering Committees are a great way to bring together stakeholders in communities, states and regions for creating plans to save pets dying in animal shelters. Who makes a good steering committee or coalition member, who should lead, how do you start a coalition or steering committee, how often should they meet, what is appropriate for the agenda and is a charter helpful in the beginning? We'll discuss this and look at some real-life examples in various stages of development and successes.

Speakers:

Marc Peralta
Senior Director of Regional Programs, Best Friends Animal Society

Tawny Hammond
Midwest Region Director, Best Friends Animal Society
Use of Nutraceutical and Botanical Therapies to Modify Canine Behavior

Can supplements and herbs help dogs cope with change, noise, anxiety, and the transition to a new home? Yes! Come learn about new research on nutraceutical and botanical products and applications for natural, non-prescription anti-anxiety aids that may reduce anxiety or fears in pets. The focus here is on evidence-based research and genuinely useful practical applications.

Speaker:

Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC

Beer & Pretzels Roundtables (with Raffle Prizes!)

To foster productive, coherent conversations, we are wrapping up day 1 of the conference with a session called Beer & Pretzels Roundtables. Each table will have a different topic that is important to our attendees. These informal peer-to-peer conversations provide healthy, focused dialogue where all parties both contribute and benefit. Do you have an idea for a good topic? Please post your topics on our Whova event app under "Ask Organizers Anything". But be beware that we may ask you to host the conversation!

Fri, Sep 28, 2018

Opening General Session

Welcome to day 2 of the conference.

Speakers:
No Cat Left Behind: How to Get Special Needs Cats Adopted

9:45am
Glens 1

"FIV, Feline Leukemia, renal failure, elderly, chronically ill, behaviorally challenged. Every rescue struggles with getting 'special needs' cats adopted. The majority of cats taken in by Austin Pets Alive! would be considered 'special needs' by most shelter standards, but APA! believes these are lives worth saving and has shown they can be adopted. Learn how to place special needs cats through innovative programs, marketing, and adopter support to help you leave no cat left behind!

Attendees will learn about programs and incentives that help special cats find special homes, marketing special needs cats, and how to keep them in their homes should problems arise."

Speaker:

Monica Frenden
Maddie's Director of Feline Lifesaving, Austin Pets Alive!

The Decision to Kill for Behavior - Policy and Protocol

9:45am - 10:45am, Sep 28
Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**

How do euthanasia decisions get made in your organization? Do you have a step-by-step process that makes sure every possible solution is explored before an animal is euthanized? Our ten-step, easy-to-follow protocols for medical and behavior euthanasia ensure that animals are only euthanized when there are no other options. Some of the steps to euthanizing an animal include a call to the previous owner, incident confirmation, and pleas to external partners. Attendees will receive copies of PACC's euthanasia forms and procedures. They're designed for municipal shelters but can be used in any organization and they will save more lives!

Speaker:
Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

How We Improved: Panel Discussion with 2018 Shelter Award Winners
○ 9:45am - 10:45am, Sep 28
📍 Glens 3

Panel Discussion with 2018 Shelter Award Winners.

Decoding Data: Using Your Stats to Save Lives
○ 9:45am - 10:45am, Sep 28
📍 Prairies 5

What is the one resource every community can use to drive collaboration between public and private partnerships? Data! By evaluating the unbiased data in your community, organizations can work together strategically to increase the quality of life for their pets. Come learn about what data you need, how you can analyze it to identify gaps, and how you can work together to create solutions in your community.

Speaker:

Nikki Kelley
Manager of Network Strategy, Best Friends Animal Society

Feral Kittens: More Than KMR
○ 9:45am - 10:45am, Sep 28
📍 Prairies 6

How to successfully socialize feral and fearful kittens so they get adopted into lifelong homes.

Speaker:

Tabitha Krucera
RVT, Fear Free Certified

11:00am

Litter Box Lowdown: Addressing Non-medical Litter Box Issues
When your cat stops using the litter box it's frustrating and stressful for both cat and cat parent. It's also, sadly, one of the most common reasons that a cat may get a one-way ticket to the nearest shelter. There are many reasons why a cat may avoid the litter box and it's important to figure out the true cause in order to get everything back on track. Inappropriate elimination shouldn't be a deal-breaker when it comes to whether kitty gets to stay in your family or not. While some reasons for litter box aversion may be more complex, there are often some simple mistakes cat parents make.

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC

Breaking the Breed Label Habit

**Thank you to Animal Farm Foundation for sponsoring this session**

A dog's breed, assumed or known, is not indicative of how that dog will behave. Adopters need information on a dog's personality and behavior, not on breed. It's time to move past outdated and inaccurate visual identification. It's time to view all dogs as individuals. A 2016 study proved that a breed label on a kennel card can negatively impact the length of stay and outcome for the dog. In addition, five additional studies proved beyond a doubt that breed labeling based on visual identification is not accurate. Armed with the research, shelters and rescue organizations can make an important change that will increase both the quantity and quality of adoptions for all dogs ... by removing breed labels for all dogs.

Speaker:

Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

The Care and Feeding of Staff and Volunteers

Working in animal rescue is stressful. Shelter staff, AC officers and volunteers at shelters and rescue organizations are exposed on a regular basis to animal cruelty, life and death decisions, what seems like an endless stream of need for the homeless animals in their care, the uncertainty that the best decision was made for the adoption and rehoming of their voiceless clients - not to mention the daily interface of working with the two-legged in an...
emotional environment. In 2015 a study by the American Journal of Preventive Medicine revealed that animal rescue workers have a suicide rate of 5.3 in 1 million workers. This is the highest suicide rate among American workers; a rate shared only by firefighters and police officers. Stress, burnout, depression often referred to as Compassion Fatigue with its long-term consequences is real in every organization. Just like the airplane scenario, if you don't put your oxygen mask on first you can't effectively help those in your care. Learn what can be done to combat stress which will make your organization more effective at helping the animals. Every organization needs to be offering a program for staff and volunteers.

Speaker:

Linda Harper
Consultants In Applied Psychology

How to Powerfully and Effectively Leverage Volunteers

11:00am - 12:00pm, Sep 28
Prairies 5

Learn how to build your organization capacity by leveraging volunteers at every level of your organization. This session will introduce Points of Light's Service Enterprise, a framework that helps transform organizations and build effective, sustainable, and comprehensive volunteer engagement strategies. Take volunteer engagement from simply a program to a strategy to help achieve your social mission.

Speakers:

José Ocáño
Pacific Region Director, Best Friends Animal Society

Pat Guerrero
Senior Manager, Volunteer Engagement & Programs, Best Friends Animal Society

Fear Free Training in the Shelter Setting

11:00am - 12:00pm, Sep 28
Prairies 6

Many of us in the sheltering industry talk about the importance of the 5 Freedoms of Animal Welfare. When it comes to interacting with the animals in our care we can take it a step further and consider how best to affect animal behavior and implement active training in this setting. In this session we'll explore how we in the animal sheltering industry can use concepts of classical conditioning as well as how best to apply different training methods, with special consideration of the concept of the "Humane Hierarchy" in animal training, to
maximize the benefits for our shelter animals. This session will explore various training methods including positive reinforcement based training versus punishment based training to help determine which methods will be most beneficial for our shelter animals, our community and ourselves. We'll discuss which techniques are expected to be most successful as part of a general strategy to help shelter animals to better tolerate the stressful and sometimes scary environment they find themselves in. This session will also explore how these techniques can be used to increase behaviors we know adopters like and decrease behaviors we know adopters don't like. We'll explore the benefits of approaching training with this framework in mind, including decreased stress/fear, improved animal welfare, increased staff and public satisfaction, increased adoption rates and decreased returns.

Speaker:

Dr. Cynthia Delaney
Supervising Shelter Veterinarian, UC Davis - Koret Shelter Medicine Program

12:30pm

Lunch with Awards Ceremony
○ 12:30pm - 2:15pm, Sep 28
♀ Arcadia Ballroom

The highlight of this lunchtime session is the announcement of Michigan Pet Fund Alliance's 2018 shelter award winners.

2:30pm

Cat Enrichment in the Shelter: Turn Down the Stress and Turn Up the Feline Fun
○ 2:30pm - 3:30pm, Sep 28
♀ Glens 1

When you start thinking about how to minimize stress and maximize adoptability for cats in the shelter, take time to stop and simply remember how finely tuned their senses are and how all that is happening around them is occurring without giving them the option of choice. Sound, sight, touch and smell can have a negative or positive influence on shelter cats. Learn how even small changes can decrease stress and increase a cat's sense of security. The more you reduce stress, the more cats can put their best paw forward. It's time to increase the fun factor!

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC
**Temperament Testing and Behavior Assessment: How Dated Are Your Practices?**

*2:30pm - 3:30pm, Sep 28*  
*Glens 2*

Several recent studies have concluded that Temperament Testing and deciding an animal's fate based upon a Behavior Assessment should be a thing of the past because they are not good predictors and can result in potential liabilities for the shelter. If the animal passes, the shelter is telling the adopter and the public this animal is safe and if the animal fails, it is labeled from a single test as not a candidate (safe) for adoption. So if these tests are passé, what should shelters be doing and what do you communicate to a potential adopter about the animal? This hands-on session will provide you tools and ideas for a new approach which benefits the animal, the adopter and general public.

**Speaker:**

Lisa Rabine  
ABCDT, Instructor and Trainer, Michigan Pet Fund Alliance

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**Let's Keep Community Cats in the Community Where They Belong**

*2:30pm - 3:30pm, Sep 28*  
*Glens 3*

Every day, animal shelters are being flooded with what concerned citizens think are stray cats for the wrong reason. These cats are safe and living a humane life within the community while being taken care of by responsible caregivers. Alice, an Animal Control Officer, TNR convert will cover how to educate the public and put their minds at ease when they contact you about these cats. Learn why the cats are healthy and safe, and should stay within the community. See what other shelters are doing to keep community cats with their owners/caregivers, instead of the cats being relinquished as owner surrenders. This session will help you reduce your intake numbers and euthanasia numbers while helping you focus on increasing your adoption and live release rate.

**Speaker:**

Alice Burton  
Associate Director of Animal Shelter & Animal Control Engagement, Alley Cat Allies

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**Progressive Animal Services as a Community Ethic**

*2:30pm - 3:30pm, Sep 28*  
*Prairies 5*

Today, killing homeless pets as a form of population control has become socially unacceptable and more communities are working to transform their animal shelters from 'pound' models to community resource centers focused on returning lost pets to their...
families and achieving lifesaving outcomes. A progressive lifesaving animal services department is a community expectation, value and ethic. Animal services departments are moving away from a strictly transactional experience to more of a collaborative approach to saving pet's lives. Not only can municipalities save precious financial resources moving away from merely impounding pets and punishing people, but they can save more pet's lives by having policies, programs and laws in place with the sole purpose of creating a safe, pet-valuing and humane community.

Speakers:

José Ocano  
Pacific Region Director, Best Friends Animal Society

Lee Ann Shenefiel  
Interim Chief Animal Services Officer, Austin Animal Services

Free Free Husbandry in the Shelter Setting
© 2:30pm - 3:30pm, Sep 28
Prairies 6

What can we do to improve the daily lives of the animals in our care in animal shelters? How can putting some thought into housing, handling, daily operations and enrichment opportunities offered to shelter animals improve welfare, decrease workload, increase live release rates and decrease shelter length of stay? In this session, we'll discuss how evidence-based medicine and scientific inquiry have provided us with new information on how housing, handling, enrichment, and training can impact animals in confinement settings like animal shelters and sanctuaries. We'll explore how animal shelters and sanctuaries can positively impact welfare and outcomes for the animals in their care by implementing changes in how they approach these concepts. We'll discuss how some simple changes in how animals are housed, handled and interacted with can reduce stress, decrease disease incidence and improve recovery times (and final outcomes) for animals with medical and behavioral issues, and how this can help keep animals that don't have any problems from developing them. There will be something for everyone in this session as we'll discuss all aspects of an animal's shelter stay.

Speaker:

Dr. Cynthia Delaney  
Supervising Shelter Veterinarian, UC Davis - Koret Shelter Medicine Program
3:45pm

TNR FAQs ... and Answers!
○ 3:45pm - 4:45pm, Sep 28
♀ Glens 1

This session will cover the Who, What, Where, When and Why of Trap, Neuter, Return (TNR). The panel includes people who have worked in all areas of animal welfare and specifically trap, neuter and return of community cats including colony care, barn cat placement (or working cats), rescue from hoarding situations and large group trapping. The panel moderator has worked with each of these groups to spay, neuter and vaccinate the cats, place kittens of feral cats and fund the TNR efforts. Moderated by Dr. Diana Newman of Michigan Pet Fund Alliance.

Speakers:

Jennifer German
TNR Advocate, Companion Cats

Tracy Lee
Director, Reflections Outcast Animal Rescue

Jodi Schrader
Saved By Zade

Dr. Diana Newman
Board Member, Michigan Pet Fund Alliance

How to Conduct Conversational Adoptions (Role Play Session)
○ 3:45pm - 4:45pm, Sep 28
♀ Glens 2

Connecting pets and people through adoption is a big job. Shifting from application-based adoptions to engaging and supportive conversation often requires new skills. Training and practice helps build confidence in adoption staff and volunteers, so that organizations can have confidence in their ability to deliver a positive adoption experience. This session offers practical tips and exercises to help adoption team members develop core strengths and positive interactions with potential adopters.

Speakers:
Developing Plans and Addressing Issues - MPFA Assistance

3:45pm - 4:45pm, Sep 28
Glens 3

Only in the world of Disney do you wish upon a star and dreams come true. If your shelter needs improvement - START PLANNING. Developing plans is not just for a new building or building expansion - it can be for ANYTHING ... from raising funds to attend training to expanding an enrichment program; from increasing medical treatments to launching a community support program. Half of this session will focus on helping you create a plan of action or strategy for your needed improvement. So come with your wish list. The second part will highlight two new programs MPFA offers to shelters: Medical/Functional Shelter Assessments with Maddie's Shelter Medicine graduate and on-site training with ABCDT instructor - modules include: Animal Behavior and Training, Enrichment, Stress Reduction, Reading Animal Body Language, Safe and Humane Animal Handling, Behavior Assessment, Behavior Modification, and more.

Speakers:

Lisa Rabine
ABCDT, Instructor and Trainer, Michigan Pet Fund Alliance

Deborah Schutt
Chairperson, Michigan Pet Fund Alliance

You Don't Need to Be an Attorney to Do This!

3:45pm - 4:45pm, Sep 28
Prairies 5

Learn about legislative and policy tools that can be used to assist you in saving all healthy and treatable animals that come through a shelter. Load your legislative tool kit to identify what policy and legislative changes you may need to discuss with decision-makers in your community, specific topics and tools for lobbying decision makers at local and state levels, common legal and policy hurdles that are barriers to increased lifesaving and how to overcome them. Also discussed will be examples of success from communities that made it happen.
Thinking Outside the Cage: Shelter Enrichment for Cats

Enrichment in shelter settings is incredibly important for cats. Keeping cats stimulated mentally is as needed as caring for their physical needs. Providing enrichment for cats and kittens in shelters can help decrease stress and unwanted behaviors that result from stress. It can also help to decrease illness. Happy and healthy cats are more likely to become adopted and stay in long term homes.

Fear Free Animal Shelters and Rescue: Q&A and How to Get Certified

Session details to come.

Closing Charge and Grand Prize Giveaway

Our conference wraps up with a special grand prize giveaway. Must be present to win!
FY 2018 Per Diem Rates for ZIP 49007

Lodging by month (excluding taxes) | October 2017 - September 2018

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

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Meals & Incidentals (M&IE) Rates

Use this table to find the following information for federal employee travel:

**M&IE Total** - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

**Breakfast, lunch, dinner, incidentals** - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

**First & last day of travel** - amount received on the first and last day of travel and equals 75% of total M&IE.

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Lunch + Snacks provided both conference days: 13 + 5 = $18.00 less

9/26 (Travel day): $40.50
9/27 (Reg. day): 54 - 18 = $36.00
9/28 (Travel day): 40.50 - 18 = $22.50

Total Per Diem = $99.00
Other Action Item

17-18-909

Request Date: 8/15/2018  Account Code: 1100-1300

Purpose of Trip: (explain fully the necessity of making the trip)

There is NO conference registration cost as the Best Friends Animal Society has awarded a scholarship for members of the DCAS leadership team to attend resulting in a cost savings to the county of $150.00 each ($450.00 total for 3 staff members to attend). The DCAS team was hand selected to receive these scholarships due to Best Friends’ belief in our leadership’s proven ability to effectively implement lifesaving programs and services at DCAS. The Best Friends Midwest Regional Leadership Summit will provide valuable training for behind the scenes management/administration of progressive shelters and animal rescuing including but not limited to: animal adoptions, fear free animal sheltering, diversion programs to keep animals out of a shelter and in a home, recruiting fosters, effective leadership, marketing/outreach, shelter medicine, etc. The Summit features speakers in key leadership roles within leading national shelters at the forefront of progressive animal sheltering/rescue. The Summit will provide this staff member the opportunity to bring back new innovative ideas for both our animals and our citizens as well as training information for all Animal Services staff. This conference also provides an opportunity for staff to make connections, foster relationships and share best practices with other rescues and organizations in attendance, and to begin conversations with other leading shelters in the region about how our facilities can better collaborate to save more animal lives locally and regionally.

Destination:  Radisson Plaza Hotel, 100 West Michigan Ave., Kalamazoo, MI 49007

Date of Departure: 9/26/2018  Date of Return Arrival: 9/28/2018

(Please include a detailed explanation if different from official business dates)

As the conference begins at 9:00am on 9/27, we are requesting a hotel for the night of 9/26.

Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Other Action Item

17-18-909

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Join staff and volunteers from animal shelters, rescue organizations, advocacy groups, policy makers, veterinarians, vet techs, educators, students and compassionate community members to learn ways to save lives in your community. Hear cutting-edge research from leading national animal welfare experts along with success stories and strategies from Michigan shelters, rescues, and advocates.

Registration for the 2-day conference includes:

* Keynote lunch presentation (Thursday) by Dr. Marty Becker, “America’s Veterinarian,” Fear Free
* Shelter awards presentation (Friday) recognizing top shelters throughout the state
* Nine break-out sessions of your choice
* Lunch, snack and beverage breaks (vegetarian/vegan available)
* Animal CPR & First Aid (space is limited)
* OPTIONAL shelter tour of SPCA of Southwest Michigan with Kalamazoo city highlights (space is limited)
* Roundtable discussions led by speakers
* Exhibitor Showcase
* Raffle Prizes
* Access to custom event app to personalize your agenda, engage with other attendees, network with exhibitors and sponsors, and much more!

Single-day registration is available.

Michigan Certified Rescue organization members receive 15% discount.

**Session Options**

View agenda [here](#).

**Animal CPR and First Aid**  Matt Elvin, Tip Top Tails Dog Training (space is limited)

**The Benefits of Coalition and Steering Committees**  Marc Peretta & Tawny Hammond, Best Friends Animal Society
Breaking the Breed Label Habit  Kristen Auerbach, Pima Animal Services
The Care and Feeding of Staff and Volunteers  Dr. Linda Harper
Cat Adoptions from Zero to Infinity  Monica Frenden, Austin Pets Alive!
Cat Enrichment in the Shelter: Turn Down the Stress and Turn Up the Feline Fun  Pam Johnson-Bennett
Cats Scratch: Here’s How to Keep Them in Their Homes Anyway  Dr. Theresa DePorter, Fear Free
The Decision to Kill for Behavior: Policy and Protocol  Kristen Auerbach, Pima Animal Services
Decoding Data: Using Your Stats to Save Lives  Nikki Kelley, Best Friends Animal Society
Diversion Programs: Innovative Approaches that Keep Animals Out of Shelters  Jen Clarkson, Dog Aide and Kelly McLaughlin, Bark Nation
Empathy for the Fearful, Worried, or Anxious Dog  Dr. Theresa Porter, Fear Free
Free Free Husbandry in the Shelter Setting  Dr. Cynthia Delaney, UC Davis - Koret Shelter Medicine Program
Fear Free Training in the Shelter Setting  Dr. Cynthia Delaney, UC Davis - Koret Shelter Medicine Program
Feral Kittens: More Than KMR  Tabitha Kucera, Fear Free Certified
How to Conduct Conversational Adoptions (Role Play Session)  Katie Timber, SPCA of Southwest Michigan; Tanya Hilgendorf, Humane Society of Huron Valley
How to Effectively Use Volunteers  Pat Guerrero and José Ocaño, Best Friends Animal Society
How to Reach Your Target Audience: Digital Fundraising, Email Marketing, Digital Strategy  Amy Starnes, Best Friends Animal Society
How We Improved - Panel Discussion of Award Winners  Moderated by Deborah Schutt, Michigan Pet Fund Alliance
Litter Box Lowdown: Addressing Non-medical Litter Box Issues  Pam Johnson-Bennett
Midwest Region Overview: Best Friends No Kill 2025 Goal  Tawny Hammond, José Ocaño, and Marc Peralta, Best Friends Animal Society
Midwest Success Stories: Leadership from Around the Midwest states  Moderated by Tawny Hammond, Best Friends Animal Society
No Cat Left Behind: How to Get Special Needs Cats Adopted  Monica Frenden, Austin Pets Alive
No Kill: What Does It Mean and How Do You Message It?  Tawny Hammond, Best Friends Animal Society
Progressive Animal Services as a Community Ethic  José Ocaño, Best Friends Animal Society & Lee Ann Shenefiel, City of Austin Animal Services
Recruiting Fosters for the Challenging Dog  Kristen Auerbach, Pima Animal Services
Starting a Successful Barn Cat Program  Monica Frenden, Austin Pets Alive

Thinking Outside the Cage: Shelter Enrichment for Cats Tabitha Kucera, Fear Free Certified

TNR FAQs ... and Answers! Moderator: Dr. Diana Newman, Michigan Pet Fund Alliance; Panelists: Jennifer German, Companion Cats; Tracy Lee, ROAR; Jody Schreiber, Serve It Zindo

Trap, Neuter, Return (TNR) Training Dr. Diana Newman, Michigan Pet Fund Alliance

Why Fear Free Animal Shelters Are Essential -- and Inevitable Dr. Marty Becker, Fear Free

You Don’t Need to Be an Attorney to Do This! Richard Angelo, Best Friends Animal Society

2017 MPFA Outside the Box Award Winners Marie Green, Gratiot Animals in Need (G.A.I.N.); Tania Jaczkowski, Humane Society of West Michigan; Karen Kazyak, Humane Society of Livingston County; Amy Warner, Genesee County Animal Control

View full schedule and session descriptions here.

View speakers here.

Accommodations

Redisson Plaza Hotel

100 West Michigan Ave.
Kalamazoo MI 49007
(269) 343-3333
Price: $135 + 11% tax.

For the discounted rate, book using “Getting to the Goal 2018”.

Kalamazoo pet-friendly hotels are here.

Self-parking in the Radisson garage is $10 per day if not staying at the hotel or $10 per night for overnight guests staying at the hotel.

Valet is $30 per vehicle per day.

Scholarships are available for individuals facing financial hardship. Recipients are asked to pay a $50 registration fee. The scholarship information is here.

Conference Cancellation Policy: Registration is non-refundable. If you are unable to attend, you may transfer your registration to another person, or to the scholarship fund and request a tax-deductible donation letter.

Register Now!

Prefer to mail in your registration? Print out a completed registration form and mail with a check to:

Michigan Pet Fund Alliance to 2210 Lancaster, Bloomfield Hills, MI 48302
OR

Contact conference@michiganpetfund.org for more information.
Event Schedule

Thu, Sep 27, 2018

9:00am

**Let's Keep Community Cats in the Community Where They Belong**

9:00am - 10:00am, Sep 27

Glen's 1

Every day, animal shelters are being flooded with what concerned citizens think are stray cats for the wrong reason. These cats are safe and living a humane life within the community while being taken care of by responsible caregivers. Alice, an Animal Control Officer, TNR convert will cover how to educate the public and put their minds at ease when they contact you about these cats. Learn why the cats are healthy and safe, and should stay within the community. See what other shelters are doing to keep community cats with their owners/caregivers, instead of the cats being relinquished as owner surrenders. This session will help you reduce your intake numbers and euthanasia numbers while helping you focus on increasing your adoption and live release rate.

**Speaker:**

Alice Burton
Associate Director of Animal Shelter & Animal Control Engagement, Alley Cat Allies

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**How Does Your Rescue Measure Up? Best Practices for Home-based Rescue Organizations**

9:00am - 10:00am, Sep 27

Prairies 5

The relationship between shelters and home-based rescue organizations has come a long way over the last decade. Home-based rescue organizations are imperative in achieving no kill as they often provide the medical care and training for animals, which can't appropriately be addressed in the shelter, in order to ready them for a new home. As an unregulated business, it is vital that home-based rescue organizations voluntarily undertake best practices. However, we still hear of 10-page adoption applications, no return phone calls and corners being cut in standards of care and training. Continuing education and keeping up with new research and findings are necessary to incorporate best practices into these crucial groups. Take this opportunity to hear if your organization needs to kick it up a notch.

**Speaker:**

Courtney Protz-Sanders
Founder and Executive Director, Paws for Life Rescue
How to Conduct Conversational Adoptions (Role Play Session)
○ 9:00am - 10:00am, Sep 27
-Language: Prairie 6

Connecting pets and people through adoption is a big job. Shifting from application-based adoptions to engaging and supportive conversation often requires new skills. Training and practice helps build confidence in adoption staff and volunteers, so that organizations can have confidence in their ability to deliver a positive adoption experience. This session offers practical tips and exercises to help adoption team members develop core strengths and positive interactions with potential adopters.

Speakers:

**Katie Timber**
Executive Director, SPCA of Southwest Michigan

**Tanya Hilgendorf**
President and CEO, Humane Society of Huron Valley

Tour of SPCA of Southwest Michigan with Kalamazoo City Highlights
○ 9:00am - 10:45am, Sep 27
-Language: Check in at Registration Desk

See firsthand why SPCA of Southwest Michigan is a 2017 MPFA Shelter Award Winner for Limited Admission Shelter with the Most Adoptions (1541) and 90% save rate or greater. Following the shelter tour is a Kalamazoo city highlights tour.

Please sign up during online registration. Tour is limited to 14 attendees.

- 8:30am Check in begins at our Registration Desk in the Arcadia Ballroom Foyer
- 9:00am Bus departs the Radisson
- 9:15am-10:15am Shelter Tour
- 10:15am-10:45am City Tour
- 10:45am Bus arrives at the Radisson

Trap, Neuter, Return (TNR) Training
○ 9:00am - 11:15am, Sep 27
-Language: Glens 2

The first hour of this training will focus on the mission of TNR, how to obtain successful results, recruitment of volunteers and gaining community support. This training is meant for anyone who wants “how-to-do-it” guidelines, including getting started, scheduling surgeries, finding money, where to start ... all the nuts and bolts of TNR. The second hour of the training will be will be hands-on demonstrations of various types of traps, tips on location and feeding, safe handling of feral cats, transferring and transporting of animals and return
to field. A TNR Handbook is available for purchase from our Registration Desk for $15, but is not required for this session.

Speaker:

Dr. Diana Newman  
Board Member, Michigan Pet Fund Alliance

Animal CPR and First Aid  
0 9:00am - 11:15am, Sep 27  
Glens 3

The dog in front of you starts to choke on a treat that you have just given them. What do you do? Is there a Heimlich maneuver for cats and dogs? Do you administer it like you would a human? In this Animal CPR and First Aid live two-hour hands-on class, you will learn how to make a temporary muzzle, administer CPR and rescue breathing, and how to assess an emergency situation with a cat or dog so you know what actions need to be taken. Class size is limited to the first 18 who select the class when registering for the conference.

Speaker:

Matt Elvin  
TipTopTails LLC

10:15am

No Cat Left Behind: How to Get Special Needs Cats Adopted  
0 10:15am - 11:15am, Sep 27  
Glens 1

FIV, Feline Leukemia, renal failure, elderly, chronically ill, behaviorally challenged. Every rescue struggles with getting 'special needs' cats adopted. The majority of cats taken in by Austin Pets Alive! would be considered 'special needs' by most shelter standards, but APA! believes these are lives worth saving and has shown they can be adopted. Learn how to place special needs cats through innovative programs, marketing, and adopter support to help you leave no cat left behind!

Attendees will learn about programs and incentives that help special cats find special homes, marketing special needs cats, and how to keep them in their homes should problems arise.

Speaker:
No Kill: What Does It Mean and How Do You Message It?

For some people the term “No Kill” can be confusing and controversial. The term has been used in animal welfare circles for over two decades now and not always in a positive way. Although there currently appears to be much less push back within and outside animal welfare circles - it still can be divisive for some people. Attendees will learn what the term “No Kill” means, how it is achieved and what language might be better utilized depending upon your audience.

Speaker:

Tawny Hammond
Midwest Region Director, Best Friends Animal Society

Empathy for the Fearful, Worried, or Anxious Dog

As dogs move through transport, shelters, rescue groups, foster homes, adoption events, and into adoptive homes, they experience a lot of fear, stress, and anxiety. We don’t always recognize those signs, as some of them are easy to explain away or ignore in the name of getting them out of the stressful situation as quickly as possible. But ignoring their emotional state causes suffering, and can also cause behavior problems to develop and worsen. Learn how to assess, understand, and develop empathy for fear and anxiety in dogs to improve their welfare and boost their chances of successful adoption.

Speaker:

Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC
11:30am

**Lunch with Keynote Presentation**

**Keynote: Why Fear Free Animal Shelters Aren't Just Essential - They're Inevitable**

11:30am - 12:45pm, Sep 27
Arcadia Ballroom

Free Free is a comprehensive training and certification program developed by board-certified veterinary behaviorists, board-certified veterinary anesthetists, and other well-known veterinary experts experienced in caring for both the emotional and physical well-being of pets. Now, they've engaged leading shelter veterinarians and sheltering experts to develop a comprehensive free training and certification course for animal shelter and rescue workers, which will launch in December 2018. In his keynote, Dr. Becker will discuss the new course and how this approach makes life better for every pet in every shelter, every foster home, every veterinary practice, and every adoptive home, every day, forever.

Speaker:

**Dr. Marty Becker**
Founder and CEO, Free Free

1:00pm

**Cat Adoptions from Zero to Infinity**

1:00pm - 2:00pm, Sep 27
Glens 1

Too many cats, not enough adopters? In this session, you'll learn how APA! went from 721 cat adoptions per year, to 3,540! Starting from scratch with no shelter and no budget through managing a population of 1,000+ cats, this session has something for every cat rescuer. We'll discuss adoption options for those without a shelter facility; growing adoptions at a facility; and how progressive adoptions, marketing, policies, and practices enable APA! to place thousands of cats each year while maintaining quality adoptions and a low return rate.

Speaker:

**Monica Frenden**
Maddie's Director of Feline Lifesaving, Austin Pets Alive!

The Decision to Kill for Behavior - Policy and Protocol

1:00pm - 2:00pm, Sep 27
Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**
How do euthanasia decisions get made in your organization? Do you have a step-by-step process that makes sure every possible solution is explored before an animal is euthanized? Our ten-step, easy-to-follow protocols for medical and behavior euthanasia ensure that animals are only euthanized when there are no other options. Some of the steps to euthanizing an animal include a call to the previous owner, incident confirmation and pleas to external partners. Attendees will receive copies of PACC's euthanasia forms and procedures. They're designed for municipal shelters but can be used in any organization and they will save more lives!

Speaker:

**Kristen Auerbach**
Director of Animal Services, Pima Animal Care Center

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**2017 MPFA Outside the Box Award Winners**

1:00pm - 2:00pm, Sep 27

Glens 3

Thinking outside of the box paid off for some Michigan shelters and rescues, both financially and in lives saved. Join the winners of the first Michigan Pet Fund Alliance/Macomb Humane Society Foundation "Outside the Box-Lifesaving Programs/Projects" awards. You are guaranteed to say: "Wow, why didn't I think of that?!" Get inspired and start thinking about new and creative ways to increase live release rates in your own community.

Speakers:

**Marie Green**
President / Treasurer, Gratiot Animals in Need aka G.A.N

**Amy Warner**
Volunteer/Events/Rescue Coordinator, Genesee County Animal Control

**Karen Kazyak**
Director of Animal Welfare, Humane Society of Livingston County

**Tania Jaczkowski**
Veterinary Technician, Transport & Grant Coordinator, Humane Society of West Michigan

**Midwest Region Overview: Best Friends No Kill 2025 Goal**
Hear from Best Friends Animal Society’s regional leadership on the status of the No Kill 2025 campaign. Get most recent lifesaving data updates on the nation, regions and states. Learn what you can do to help be part of the bigger picture as well as your community. It takes a village to SAVE THEM ALL!

Speakers:

José Ocáno
Pacific Region Director, Best Friends Animal Society

Marc Peralta
Senior Director of Regional Programs, Best Friends Animal Society

Tawny Hammond
Midwest Region Director, Best Friends Animal Society

Helping Shelter Pets find Health, Happiness, and Homes with Fear Free

Dr. Marty Becker, founder of Free Free, will help shelter and rescue staff and volunteers and foster caregivers understand what this movement means to them, and how implementing Free Free approaches can keep pets healthier in shelters and foster homes, make the transition to a new home more successful, and keep pets in homes. He'll also cover the new Free Free course and certification for animal shelter workers and volunteers.

Speaker:

Dr. Marty Becker
Founder and CEO, Free Free

Starting a Successful Barn Cat Program

2:15pm
Often considered unadoptable and overlooked for rescue, feral and fractious cats can be saved through a progressive Barn Placement Program and given a new lease on life as working cats. Learn how to start a barn program from scratch, including selecting cats appropriate for barn placement, finding quality homes, proper relocation procedures, and safe handling and sheltering practices. The Austin Pets Alive! Barn Cat Program saves hundreds of feisty cats each year that would otherwise be slated for euthanasia, and you can, too!

**Speaker:**

Monica Frenden  
Maddie's Director of Feline Lifesaving, Austin Pets Alive!

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**Diversion Programs: Innovative Approaches that Keep Animals Out of Shelters**  
２:15pm - 3:15pm, Sep 27  
Glens 2

You know what's even better than saving the lives of animals in shelters? Preventing them from entering shelters in the first place. In this session, you'll learn of the programs of Dog Aide, a Detroit-focused community outreach program and how they work with Detroit Animal Care and Control to implement diversion programs and explore the benefits of finding alternatives to pets entering shelters. The speakers will walk you through both shelter-based diversion programs and community-based ones, and help you identify ways to successfully implement diversion tactics for animals in your community.

**Speakers:**

Jennifer Clarkson  
Executive Director, Dog Aide

Kelly McLaughlin  
Director, Bark Nation

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**The Care and Feeding of Staff and Volunteers**  
２:15pm - 3:15pm, Sep 27  
Glens 3

Working in animal rescue IS STRESSFUL. Shelter staff, AC officers and volunteers at shelters and rescue organizations are exposed on a regular basis to animal cruelty, life and death decisions, what seems like an endless stream of need for the homeless animals in their care, the uncertainty that the best decision was made for the adoption and rehoming of their voiceless clients - not to mention the daily interface of working with the two-legged in an
emotional environment. In 2015 a study by the American Journal of Preventive Medicine revealed that animal rescue workers have a suicide rate of 5.3 in 1 million workers. This is the highest suicide rate among American workers; a rate shared only by firefighters and police officers. Stress, burnout, depression often referred to as Compassion Fatigue with its long-term consequences is real in every organization. Just like the airplane scenario, if you don’t put your oxygen mask on first you can’t effectively help those in your care. Learn what can be done to combat stress which will make your organization more effective at helping the animals. Every organization needs to be offering a program for staff and volunteers.

Speaker:

Linda Harper
Consultants In Applied Psychology

Midwest Success Stories: Leadership from Around the Midwest States

02:15pm - 3:15pm, Sep 27
Prairies 5

Leaders from around the Midwest Region will share their inspiring and lifesaving success stories and real-life examples from successful collaboration, coalition building, problem solving, programmatic changes, data driven decisions, pilot programs and innovation. Moderated by Tawny Hammond, Midwest Region Director for Best Friends Animal Society.

Speaker:

Tawny Hammond
Midwest Region Director, Best Friends Animal Society

Cats Scratch: Here’s How to Keep Them in Their Homes Anyway

02:15pm - 3:15pm, Sep 27
Prairies 6

Scratching is a normal, natural, and beneficial behavior of the cat, but it can put a strain on the human-cat relationship, mostly because many people don’t understand scratching and how to effectively direct it in acceptable ways. In this session, learn how to work with cat owners and adopters to get new kittens and cats off to a great start, and deal with unwanted scratching in cats at risk for relinquishment. This will include the results of an Internet survey of 4,331 cat owners to help identify what works in the real world, including the “purrfect” scratching post, the new
pheromone product Feliscratch, and recommendations for cat owners to understand and reduce the impact of destructive scratching.

Speaker:

Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC

3:30pm

Litter Box Lowdown: Addressing Non-medical Litter Box Issues
3:30pm - 4:30pm, Sep 27
9 Glens 1

When your cat stops using the litter box it’s frustrating and stressful for both cat and cat parent. It’s also, sadly, one of the most common reasons that a cat may get a one-way ticket to the nearest shelter. There are many reasons why a cat may avoid the litter box and it’s important to figure out the true cause in order to get everything back on track. Inappropriate elimination shouldn’t be a deal-breaker when it comes to whether kitty gets to stay in your family or not. While some reasons for litter box aversion may be more complex, there are often some simple mistakes cat parents make.

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC

Recruiting Fosters for the Challenging Dog
3:30pm - 4:30pm, Sep 27
9 Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**

Does your shelter struggle to achieve live outcomes for medium and large dogs who demonstrate behavioral challenges in the shelter? Do you ever think, “If we could just get them out, they might be okay?” If you answer ‘yes,’ to either of these questions, this talk is for you. You’ll learn proven methods that will help you save 90% or more of dogs with behavioral problems like barrier reactivity and fear-based aggression. This talk, based on a two-year study, will give you practical, easy-to-implement solutions to deal with some of your most challenging dogs, and in most cases, save their lives!

Speaker:
How to Reach Your Target Audience: Digital Strategies for Fundraising, Volunteer Recruitment and Adoption

3:30pm - 4:30pm, Sep 27
Glens 3

Every shelter and rescue organization has several target audiences they need to reach. Donors, adopters, lost families, potential volunteers... and that's just a few of them. And there are so many ways you could be reaching them online -- but where are you going to get the best results with the limited time and resources that you have? Learn which channels to focus on and how to get the most out of them. We'll look at email, social media, websites, blogs, and more. You'll leave this session with straightforward cost-effective tips you can put into practice right away to help you reach your goals, so you can get back to your number one priority: taking care of the animals. Help is on the way!

Speaker:

Amy Starnes
Director of Digital Fundraising, Best Friends Animal Society

The Benefits of Coalition and Steering Committees

3:30pm - 4:30pm, Sep 27
Prairies 5

Coalitions and Steering Committees are a great way to bring together stakeholders in communities, states and regions for creating plans to save pets dying in animal shelters.

Who makes a good steering committee or coalition member, who should lead, how do you start a coalition or steering committee, how often should they meet, what is appropriate for the agenda and is a charter helpful in the beginning? We'll discuss this and look at some real-life examples in various stages of development and successes.

Speakers:

Marc Peralta
Senior Director of Regional Programs, Best Friends Animal Society

Tawny Hammond
Midwest Region Director, Best Friends Animal Society
Use of Nutraceutical and Botanical Therapies to Modify Canine Behavior
© 3:30pm - 4:30pm, Sep 27
Prairies 6

Can supplements and herbs help dogs cope with change, noise, anxiety, and the transition to a new home? Yes! Come learn about new research on nutraceutical and botanical products and applications for natural, non-prescription anti-anxiety aids that may reduce anxiety or fears in pets. The focus here is on evidence-based research and genuinely useful practical applications.

Speaker:
Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC

4:45pm

Beer & Pretzels Roundtables (with Raffle Prizes!)
© 4:45pm - 5:45pm, Sep 27
Kalamazoo Room

To foster productive, coherent conversations, we are wrapping up day 1 of the conference with a session called Beer & Pretzels Roundtables. Each table will have a different topic that is important to our attendees. These informal peer-to-peer conversations provide healthy, focused dialogue where all parties both contribute and benefit. Do you have an idea for a good topic? Please post your topics on our Whova event app under "Ask Organizers Anything". But be beware that we may ask you to host the conversation!

Fri, Sep 28, 2018

9:00am

Opening General Session
© 9:00am - 9:30am, Sep 28
Arcadia Ballroom

Welcome to day 2 of the conference.

Speakers:
9:45am

No Cat Left Behind: How to Get Special Needs Cats Adopted
⊙ 9:45am - 10:45am, Sep 28
♀ Glens 1

"FIV, Feline Leukemia, renal failure, elderly, chronically ill, behaviorally challenged. Every rescue struggles with getting 'special needs' cats adopted. The majority of cats taken in by Austin Pets Alive! would be considered 'special needs' by most shelter standards, but APA! believes these are lives worth saving and has shown they can be adopted. Learn how to place special needs cats through innovative programs, marketing, and adopter support to help you leave no cat left behind!

Attendees will learn about programs and incentives that help special cats find special homes, marketing special needs cats, and how to keep them in their homes should problems arise."

Speaker:

Monica Frenden
Maddie’s Director of Feline Lifesaving, Austin Pets Alive!

The Decision to Kill for Behavior - Policy and Protocol
⊙ 9:45am - 10:45am, Sep 28
♀ Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**

How do euthanasia decisions get made in your organization? Do you have a step-by-step process that makes sure every possible solution is explored before an animal is euthanized? Our ten-step, easy-to-follow protocols for medical and behavior euthanasia ensure that animals are only euthanized when there are no other options. Some of the steps to euthanizing an animal include a call to the previous owner, incident confirmation and pleas to external partners. Attendees will receive copies of PACC’s euthanasia forms and procedures. They’re designed for municipal shelters but can be used in any organization and they will save more lives!

Speaker:
Kristen Auerbach  
Director of Animal Services, Pima Animal Care Center

How We Improved: Panel Discussion with 2018 Shelter Award Winners  
09:45am - 10:45am, Sep 28  
Glens 3  
Panel Discussion with 2018 Shelter Award Winners.

Decoding Data: Using Your Stats to Save Lives  
09:45am - 10:45am, Sep 28  
Prairies 5  
What is the one resource every community can use to drive collaboration between public and private partnerships? Data! By evaluating the un-biased data in your community, organizations can work together strategically to increase the quality of life for their pets. Come learn about what data you need, how you can analyze it to identify gaps, and how you can work together to create solutions in your community.

Speaker:  
Nikki Kelley  
Manager of Network Strategy, Best Friends Animal Society

Feral Kittens: More Than KMR  
09:45am - 10:45am, Sep 28  
Prairies 6  
How to successfully socialize feral and fearful kittens so they get adopted into lifelong homes.

Speaker:  
Tabitha Krucera  
RVT, Fear Free Certified

11:00am  
Litter Box Lowdown: Addressing Non-medical Litter Box Issues
When your cat stops using the litter box it's frustrating and stressful for both cat and cat parent. It's also, sadly, one of the most common reasons that a cat may get a one-way ticket to the nearest shelter. There are many reasons why a cat may avoid the litter box and it's important to figure out the true cause in order to get everything back on track. Inappropriate elimination shouldn't be a deal-breaker when it comes to whether kitty gets to stay in your family or not. While some reasons for litter box aversion may be more complex, there are often some simple mistakes cat parents make.

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC

**Thank you to Animal Farm Foundation for sponsoring this session**

A dog's breed, assumed or known, is not indicative of how that dog will behave. Adopters need information on a dog's personality and behavior, not on breed. It's time to move past outdated and inaccurate visual identification. It's time to view all dogs as individuals. A 2016 study proved that a breed label on a kennel card can negatively impact the length of stay and outcome for the dog. In addition, five additional studies proved beyond a doubt that breed labeling based on visual identification is not accurate. Armed with the research, shelters and rescue organizations can make an important change that will increase both the quantity and quality of adoptions for all dogs ... by removing breed labels for all dogs.

Speaker:

Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

Working in animal rescue IS STRESSFUL. Shelter staff, AC officers and volunteers at shelters and rescue organizations are exposed on a regular basis to animal cruelty, life and death decisions, what seems like an endless stream of need for the homeless animals in their care, the uncertainty that the best decision was made for the adoption and rehoming of their voiceless clients - not to mention the daily interface of working with the two-legged in an
emotional environment. In 2015 a study by the American Journal of Preventive Medicine revealed that animal rescue workers have a suicide rate of 5.3 in 1 million workers. This is the highest suicide rate among American workers; a rate shared only by firefighters and police officers. Stress, burnout, depression often referred to as Compassion Fatigue with its long-term consequences is real in every organization. Just like the airplane scenario, if you don't put your oxygen mask on first you can't effectively help those in your care. Learn what can be done to combat stress which will make your organization more effective at helping the animals. Every organization needs to be offering a program for staff and volunteers.

Speaker:

Linda Harper
Consultants In Applied Psychology

How to Powerfully and Effectively Leverage Volunteers
11:00am - 12:00pm, Sep 28
Prairies 5

Learn how to build your organization capacity by leveraging volunteers at every level of your organization. This session will introduce Points of Light's Service Enterprise, a framework that helps transform organizations and build effective, sustainable, and comprehensive volunteer engagement strategies. Take volunteer engagement from simply a program to a strategy to help achieve your social mission.

Speakers:

José Ocáño
Pacific Region Director, Best Friends Animal Society

Pat Guerrero
Senior Manager, Volunteer Engagement & Programs, Best Friends Animal Society

Fear Free Training in the Shelter Setting
11:00am - 12:00pm, Sep 28
Prairies 6

Many of us in the sheltering industry talk about the importance of the 5 Freedoms of Animal Welfare. When it comes to interacting with the animals in our care we can take it a step further and consider how best to affect animal behavior and implement active training in this setting. In this session we'll explore how we in the animal sheltering industry can use concepts of classical conditioning as well as how best to apply different training methods, with special consideration of the concept of the "Humane Hierarchy" in animal training, to
maximize the benefits for our shelter animals. This session will explore various training methods including positive reinforcement based training versus punishment based training to help determine which methods will be most beneficial for our shelter animals, our community and ourselves. We'll discuss which techniques are expected to be most successful as part of a general strategy to help shelter animals to better tolerate the stressful and sometimes scary environment they find themselves in. This session will also explore how these techniques can be used to increase behaviors we know adopters like and decrease behaviors we know adopters don't like. We'll explore the benefits of approaching training with this framework in mind, including decreased stress/fear, improved animal welfare, increased staff and public satisfaction, increased adoption rates and decreased returns.

Speaker:

Dr. Cynthia Delaney
Supervising Shelter Veterinarian, UC Davis - Koret Shelter Medicine Program

12:30pm

Lunch with Awards Ceremony

12:30pm - 2:15pm, Sep 28
Arcadia Ballroom

The highlight of this lunchtime session is the announcement of Michigan Pet Fund Alliance's 2018 shelter award winners.

2:30pm

Cat Enrichment in the Shelter: Turn Down the Stress and Turn Up the Feline Fun

2:30pm - 3:30pm, Sep 28
Glens 1

When you start thinking about how to minimize stress and maximize adaptability for cats in the shelter, take time to stop and simply remember how finely tuned their senses are and how all that is happening around them is occurring without giving them the option of choice. Sound, sight, touch and smell can have a negative or positive influence on shelter cats. Learn how even small changes can decrease stress and increase a cat's sense of security. The more you reduce stress, the more cats can put their best paw forward. It's time to increase the fun factor!

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC
Temperament Testing and Behavior Assessment: How Dated Are Your Practices?
2:30pm - 3:30pm, Sep 28
Glens 2

Several recent studies have concluded that Temperament Testing and deciding an animal's fate based upon a Behavior Assessment should be a thing of the past because they are not good predictors and can result in potential liabilities for the shelter. If the animal passes, the shelter is telling the adopter and the public this animal is safe and if the animal fails, it is labeled from a single test as not a candidate (safe) for adoption. So if these tests are passed, what should shelters be doing and what do you communicate to a potential adopter about the animal? This hands-on session will provide you tools and ideas for a new approach which benefits the animal, the adopter and general public.

Speaker:
Lisa Rabine
ABCDT, Instructor and Trainer, Michigan Pet Fund Alliance

Let's Keep Community Cats in the Community Where They Belong
2:30pm - 3:30pm, Sep 28
Glens 3

Every day, animal shelters are being flooded with what concerned citizens think are stray cats for the wrong reason. These cats are safe and living a humane life within the community while being taken care of by responsible caregivers. Alice, an Animal Control Officer, TNR convert will cover how to educate the public and put their minds at ease when they contact you about these cats. Learn why the cats are healthy and safe, and should stay within the community. See what other shelters are doing to keep community cats with their owners/caregivers, instead of the cats being relinquished as owner surrenders. This session will help you reduce your intake numbers and euthanasia numbers while helping you focus on increasing your adoption and live release rate.

Speaker:
Alice Burton
Associate Director of Animal Shelter & Animal Control Engagement, Alley Cat Allies

Progressive Animal Services as a Community Ethic
2:30pm - 3:30pm, Sep 28
Prairies 5

Today, killing homeless pets as a form of population control has become socially unacceptable and more communities are working to transform their animal shelters from 'pound' models to community resource centers focused on returning lost pets to their
families and achieving lifesaving outcomes. A progressive lifesaving animal services department is a community expectation, value and ethic. Animal services departments are moving away from a strictly transactional experience to more of a collaborative approach to saving pet's lives. Not only can municipalities save precious financial resources moving away from merely impounding pets and punishing people, but they can save more pet's lives by having policies, programs and laws in place with the sole purpose of creating a safe, pet-valuing and humane community.

Speakers:

José Ocano
Pacific Region Director, Best Friends Animal Society

Lee Ann Shenefiel
Interim Chief Animal Services Officer, Austin Animal Services

Free Free Husbandry in the Shelter Setting
2:30pm - 3:30pm, Sep 28
Prairies 6

What can we do to improve the daily lives of the animals in our care in animal shelters? How can putting some thought into housing, handling, daily operations and enrichment opportunities offered to shelter animals improve welfare, decrease workload, increase live release rates and decrease shelter length of stay? In this session, we'll discuss how evidence-based medicine and scientific inquiry have provided us with new information on how housing, handling, enrichment, and training can impact animals in confinement settings like animal shelters and sanctuaries. We'll explore how animal shelters and sanctuaries can positively impact welfare and outcomes for the animals in their care by implementing changes in how they approach these concepts. We'll discuss how some simple changes in how animals are housed, handled and interacted with can reduce stress, decrease disease incidence and improve recovery times (and final outcomes) for animals with medical and behavioral issues, and how this can help keep animals that don't have any problems from developing them. There will be something for everyone in this session as we'll discuss all aspects of an animal's shelter stay.

Speaker:

Dr. Cynthia Delaney
Supervising Shelter Veterinarian, UC Davis - Koret Shelter Medicine Program
3:45pm

TNR FAQs ... and Answers!

○ 3:45pm - 4:45pm, Sep 28
♀ Glens 1

This session will cover the Who, What, Where, When and Why of Trap, Neuter, Return (TNR). The panel includes people who have worked in all areas of animal welfare and specifically trap, neuter and return of community cats including colony care, barn cat placement (or working cats), rescue from hoarding situations and large group trapping. The panel moderator has worked with each of these groups to spay, neuter and vaccinate the cats, place kittens of feral cats and fund the TNR efforts. Moderated by Dr. Diana Newman of Michigan Pet Fund Alliance.

Speakers:

Jennifer German
TNR Advocate, Companion Cats

Tracy Lee
Director, Reflections Outcast Animal Rescue

Jodi Schrader
Saved By Zade

Dr. Diana Newman
Board Member, Michigan Pet Fund Alliance

How to Conduct Conversational Adoptions (Role Play Session)

○ 3:45pm - 4:45pm, Sep 28
♀ Glens 2

Connecting pets and people through adoption is a big job. Shifting from application-based adoptions to engaging and supportive conversation often requires new skills. Training and practice helps build confidence in adoption staff and volunteers, so that organizations can have confidence in their ability to deliver a positive adoption experience. This session offers practical tips and exercises to help adoption team members develop core strengths and positive interactions with potential adopters.

Speakers:
Developing Plans and Addressing Issues - MPFA Assistance

Only in the world of Disney do you wish upon a star and dreams come true. If your shelter needs improvement - START PLANNING. Developing plans is not just for a new building or building expansion - it can be for ANYTHING ... from raising funds to attend training to expanding an enrichment program; from increasing medical treatments to launching a community support program. Half of this session will focus on helping you create a plan of action or strategy for your needed improvement. So come with your wish list. The second part will highlight two new programs MPFA offers to shelters: Medical/Functional Shelter Assessments with Maddie's Shelter Medicine graduate and on-site training with ABCDT instructor - modules include: Animal Behavior and Training, Enrichment, Stress Reduction, Reading Animal Body Language, Safe and Humane Animal Handling, Behavior Assessment, Behavior Modification, and more.

Speakers:

Lisa Rabine
ABCDT, Instructor and Trainer, Michigan Pet Fund Alliance

Deborah Schutt
Chairperson, Michigan Pet Fund Alliance

You Don't Need to Be an Attorney to Do This!

Learn about legislative and policy tools that can be used to assist you in saving all healthy and treatable animals that come through a shelter. Load your legislative tool kit to identify what policy and legislative changes you may need to discuss with decision-makers in your community, specific topics and tools for lobbying decision makers at local and state levels, common legal and policy hurdles that are barriers to increased lifesaving and how to overcome them. Also discussed will be examples of success from communities that made it happen.
Thinking Outside the Cage: Shelter Enrichment for Cats

Enrichment in shelter settings is incredibly important for cats. Keeping cats stimulated mentally is as needed as caring for their physical needs. Providing enrichment for cats and kittens in shelters can help decrease stress and unwanted behaviors that result from stress. It can also help to decrease illness. Happy and healthy cats are more likely to become adopted and stay in long term homes.

Fear Free Animal Shelters and Rescue: Q&A and How to Get Certified

Session details to come.

Closing Charge and Grand Prize Giveaway

Our conference wraps up with a special grand prize giveaway. Must be present to win!
# FY 2018 Per Diem Rates for ZIP 49007

Lodging by month (excluding taxes) | October 2017 - September 2018

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

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## Meals & Incidentals (M&IE) Rates

Use this table to find the following information for federal employee travel:

**M&IE Total** - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

**Breakfast, lunch, dinner, incidentals** - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

**First & last day of travel** - amount received on the first and last day of travel and equals 75% of total M&IE.

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*Lunch & Snacks provided both conference days: 13 + 5 = $18.00 less

9/26 (Travel day): $40.50
9/27 (Reg day): 54 - 18 = $36.00
9/28 (Travel day): 40.50 - 18 = $22.50

Total Per Diem = $99.00
**Other Action Item**

17-18-910

**Purpose of Trip:** (explain fully the necessity of making the trip)

There is NO conference registration cost as the Best Friends Animal Society has awarded a scholarship for members of the DCAS leadership team to attend resulting in a cost savings to the county of $150.00 each ($450.00 total for 3 staff members to attend). The DCAS team was hand selected to receive these scholarships due to Best Friends’ belief in our leadership’s proven ability to effectively implement lifesaving programs and services at DCAS. The Best Friends Midwest Regional Leadership Summit will provide valuable training for behind the scenes management/administration of progressive shelters and animal rescuing including but not limited to: animal adoptions, fear free animal sheltering, diversion programs to keep animals out of a shelter and in a home, recruiting fosters, effective leadership, marketing/outreach, shelter medicine, etc. The Summit features speakers in key leadership roles within leading national shelters at the forefront of progressive animal sheltering/rescue. The Summit will provide this staff member the opportunity to bring back new innovative ideas for both our animals and our citizens as well as training information for all Animal Services staff. This conference also provides an opportunity for staff to make connections, foster relationships and share best practices with other rescues and organizations in attendance, and to begin conversations with other leading shelters in the region about how our facilities can better collaborate to save more animal lives locally and regionally.

**Destination:** Radisson Plaza Hotel, 100 West Michigan Ave., Kalamazoo, MI 49007

**Date of Departure:** 9/26/2018  
**Date of Return Arrival:** 9/28/2018  
(Please include a detailed explanation if different from official business dates)

As the conference begins at 9:00am on 9/27, we are requesting a hotel for the night of 9/26.

**Please indicate the estimated amount for each applicable expense.**

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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________________  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD
Other Action Item

17-18-910

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Contact
conference@michiganpetfund.org
877-387-7257
www.michiganpetfund.org

When
Thursday, September 27
7:30-11:30 a.m. Registration Check-in
9:00 a.m.-4:30 p.m. Sessions throughout the day
4:45-5:45 p.m. Beer and Pretzels Roundtables & Raffle (Cash Bar)
Friday, September 28
8:00-9:00 a.m. Registration Check-in
9:00 a.m.-5:00 p.m. Sessions throughout the day
5:00-5:30 p.m. Closing Charge & Grand Prize Giveaway

Add to Calendar

Where
Radisson Plaza Hotel at Kalamazoo Center
100 W Michigan Ave.
Kalamazoo, MI 49007
(269) 343-3333

Supported by:

Join staff and volunteers from animal shelters, rescue organizations, advocacy groups, policy makers, veterinarians, vet techs, educators, students and compassionate community members to learn ways to save lives in your community. Hear cutting-edge research from leading national animal welfare experts along with success stories and strategies from Michigan shelters, rescues, and advocates.

Registration for the 2-day conference includes:
* Keynote lunch presentation (Thursday) by Dr. Marty Becker, “America’s Veterinarian,” Fear Free
* Shelter awards presentation (Friday) recognizing top shelters throughout the state
* Nine break-out sessions of your choice
* Lunch, snack and beverage breaks (vegetarian/vegan available)
* Animal CPR & First Aid (space is limited)
* OPTIONAL shelter tour of SPCA of Southwest Michigan with Kalamazoo city highlights (space is limited)
* Roundtable discussions led by speakers
* Exhibitor Showcase
* Raffle Prizes
* Access to custom event app to personalize your agenda, engage with other attendees, network with exhibitors and sponsors, and much more!

Single-day registration is available.
Michigan Certified Rescue organization members receive 15% discount.

Session Options
View agenda here.

Animal CPR and First Aid  Matt Elvin, TipTopTails Dog Training (space is limited)

The Benefits of Coalition and Steering Committees  Marc Peretta & Tawny Hammond, Best Friends Animal Society
Breaking the Breed Label Habit  Kristen Auerbach, Pima Animal Services
The Care and Feeding of Staff and Volunteers  Dr. Linda Harper
Cat Adoptions from Zero to Infinity  Monica Frenden, Austin Pets Alive!
Cat Enrichment in the Shelter: Turn Down the Stress and Turn Up the Feline Fun  Pam Johnson-Bennett
Cats Scratch: Here’s How to Keep Them in Their Homes Anyway  Dr. Theresa DePorter, Fear Free
The Decision to Kill for Behavior: Policy and Protocol  Kristen Auerbach, Pima Animal Services
Decoding Data: Using Your Stats to Save Lives  Nikki Kelley, Best Friends Animal Society
Diversion Programs: Innovative Approaches that Keep Animals Out of Shelters  Jon Clarkson, Dog Aide and Kelly McLaughlin, Bark Nation
Empathy for the Fearful, Worried, or Anxious Dog  Dr. Theresa Porter, Fear Free
Free Free Husbandry in the Shelter Setting  Dr. Cynthia Delaney, UC Davis - Koret Shelter Medicine Program
Fear Free Training in the Shelter Setting  Dr. Cynthia Delaney, UC Davis - Koret Shelter Medicine Program
Feral Kittens: More Than KMR  Tabitha Kucera, Fear Free Certified
How to Conduct Conversational Adoptions (Role Play Session)  Katie Timber, SPCA of Southwest Michigan; Tanya Hilgendorf, Humane Society of Huron Valley
How to Powerfully and Effectively Leverage Volunteers  Pat Guerrero and José Ocaño, Best Friends Animal Society
How to Reach Your Target Audience: Digital Fundraising, Email Marketing, Digital Strategy  Amy Starnes, Best Friends Animal Society
How We Improved - Panel Discussion of Award Winners  Moderated by Deborah Schutt, Michigan Pet Fund Alliance
Litter Box Lowdown: Addressing Non-medical Litter Box Issues  Pam Johnson-Bennett
Midwest Region Overview: Best Friends No Kill 2025 Goal  Tawny Hammond, José Ocaño, and Marc Peralta, Best Friends Animal Society
Midwest Success Stories: Leadership from Around the Midwest states  Moderated by Tawny Hammond, Best Friends Animal Society
No Cat Left Behind: How to Get Special Needs Cats Adopted  Monica Frenden, Austin Pets Alive
No Kill: What Does It Mean and How Do You Message It?  Tawny Hammond, Best Friends Animal Society
Progressive Animal Services as a Community Ethic  José Ocaño, Best Friends Animal Society & Lee Ann Shenefield, City of Austin Animal Services
Recruiting Fosters for the Challenging Dog  Kristen Auerbach, Pima Animal Services
Starting a Successful Barn Cat Program  Monica Frenden, Austin Pets Alive

Thinking Outside the Cage: Shelter Enrichment for Cats Tabitha Kucera, Fear Free Certified

TNR FAQs ... and Answers! Moderator: Dr. Diana Newman, Michigan Pet Fund Alliance; Panelists: Jennifer German, Companion Cats; Tracy Lee, ROAR; Judy Schreiber, Saved by Zade

Trap, Neuter, Return (TNR) Training Dr. Diana Newman, Michigan Pet Fund Alliance

Why Fear Free Animal Shelters Are Essential -- and Inevitable Dr. Marty Becker, Fear Free

You Don’t Need to Be an Attorney to Do This! Richard Angelo, Best Friends Animal Society

2017 MPFA Outside the Box Award Winners Marie Green, Gratiot Animals in Need (G.A.I.N.); Tania Jaczkowski, Humane Society of West Michigan; Karen Kazyak, Humane Society of Livingston County; Amy Warner, Genesee County Animal Control

View full schedule and session descriptions here.

View speakers here.

Accommodations

Radisson Plaza Hotel

100 West Michigan Ave.
Kalamazoo MI 49007
(269) 343-3333
Price: $135 + 11% tax.

For the discounted rate, book using “Getting to the Goal 2018”.

Kalamazoo pet-friendly hotels are here.

Self-parking in the Radisson garage is $10 per day if not staying at the hotel or $10 per night for overnight guests staying at the hotel.

Valet is $30 per vehicle per day.

Scholarships are available for individuals facing financial hardship. Recipients are asked to pay a $50 registration fee. The scholarship information is here.

Conference Cancellation Policy: Registration is non-refundable. If you are unable to attend, you may transfer your registration to another person, or to the scholarship fund and request a tax-deductible donation letter.

Register Now!

Prefer to mail in your registration? Print out a completed registration form and mail with a check to:

Michigan Pet Fund Alliance to 2210 Lancaster, Bloomfield Hills, MI 48302 OR

Contact conference@michiganpetfund.org for more information.
Event Schedule

Thu, Sep 27, 2018

9:00am

Let's Keep Community Cats in the Community Where They Belong

**9:00am - 10:00am, Sep 27**

Every day, animal shelters are being flooded with what concerned citizens think are stray cats for the wrong reason. These cats are safe and living a humane life within the community while being taken care of by responsible caregivers. Alice, an Animal Control Officer, TNR convert will cover how to educate the public and put their minds at ease when they contact you about these cats. Learn why the cats are healthy and safe, and should stay within the community. See what other shelters are doing to keep community cats with their owners/caregivers, instead of the cats being relinquished as owner surrenders. This session will help you reduce your intake numbers and euthanasia numbers while helping you focus on increasing your adoption and live release rate.

**Speaker:**

Alice Burton
Associate Director of Animal Shelter & Animal Control Engagement, Alley Cat Allies


**9:00am - 10:00am, Sep 27**

The relationship between shelters and home-based rescue organizations has come a long way over the last decade. Home-based rescue organizations are imperative in achieving no kill as they often provide the medical care and training for animals, which can't appropriately be addressed in the shelter, in order to ready them for a new home. As an unregulated business, it is vital that home-based rescue organizations voluntarily undertake best practices. However, we still hear of 10-page adoption applications, no return phone calls and corners being cut in standards of care and training. Continuing education and keeping up with new research and findings are necessary to incorporate best practices into these crucial groups. Take this opportunity to hear if your organization needs to kick it up a notch.

**Speaker:**

Courtney Protz-Sanders
Founder and Executive Director, Paws for Life Rescue
How to Conduct Conversational Adoptions (Role Play Session)

starting at 9:00am - 10:00am, Sep 27

Prairies 6

Connecting pets and people through adoption is a big job. Shifting from application-based adoptions to engaging and supportive conversation often requires new skills. Training and practice helps build confidence in adoption staff and volunteers, so that organizations can have confidence in their ability to deliver a positive adoption experience. This session offers practical tips and exercises to help adoption team members develop core strengths and positive interactions with potential adopters.

Speakers:

Katie Timber
Executive Director, SPCA of Southwest Michigan

Tanya Hilgendorf
President and CEO, Humane Society of Huron Valley

Tour of SPCA of Southwest Michigan with Kalamazoo City Highlights

starting at 9:00am - 10:45am, Sep 27

Check in at Registration Desk

See firsthand why SPCA of Southwest Michigan is a 2017 MPFA Shelter Award Winner for Limited Admission Shelter with the Most Adoptions (1541) and 90% save rate or greater. Following the shelter tour is a Kalamazoo city highlights tour.

Please sign up during online registration. Tour is limited to 14 attendees.

• 8:30am Check in begins at our Registration Desk in the Arcadia Ballroom Foyer
• 9:00am Bus departs the Radisson
• 9:15am-10:15am Shelter Tour
• 10:15am-10:45am City Tour
• 10:45am Bus arrives at the Radisson

Trap, Neuter, Return (TNR) Training

starting at 9:00am - 11:15am, Sep 27

Glens 2

The first hour of this training will focus on the mission of TNR, how to obtain successful results, recruitment of volunteers and gaining community support. This training is meant for anyone who wants “how-to-do-it” guidelines, including getting started, scheduling surgeries, finding money, where to start ... all the nuts and bolts of TNR. The second hour of the training will be all hands-on demonstrations of various types of traps, tips on location and feeding, safe handling of feral cats, transferring and transporting of animals and return
to field. A TNR Handbook is available for purchase from our Registration Desk for $15, but is not required for this session.

Speaker:

Dr. Diana Newman
Board Member, Michigan Pet Fund Alliance

Animal CPR and First Aid
9:00am - 11:15am, Sep 27
Glens 3

The dog in front of you starts to choke on a treat that you have just given them. What do you do? Is there a Heimlich maneuver for cats and dogs? Do you administer it like you would a human? In this Animal CPR and First Aid live two-hour hands-on class, you will learn how to make a temporary muzzle, administer CPR and rescue breathing, and how to assess an emergency situation with a cat or dog so you know what actions need to be taken. Class size is limited to the first 18 who select the class when registering for the conference.

Speaker:

Matt Elvin
TipTopTails LLC

10:15am

No Cat Left Behind: How to Get Special Needs Cats Adopted
10:15am - 11:15am, Sep 27
Glens 1

FIV, Feline Leukemia, renal failure, elderly, chronically ill, behaviorally challenged. Every rescue struggles with getting ‘special needs’ cats adopted. The majority of cats taken in by Austin Pets Alive! would be considered ‘special needs’ by most shelter standards, but APA! believes these are lives worth saving and has shown they can be adopted. Learn how to place special needs cats through innovative programs, marketing, and adopter support to help you leave no cat left behind!

Attendees will learn about programs and incentives that help special cats find special homes, marketing special needs cats, and how to keep them in their homes should problems arise.

Speaker:
No Kill: What Does It Mean and How Do You Message It?

For some people the term “No Kill” can be confusing and controversial. The term has been used in animal welfare circles for over two decades now and not always in a positive way. Although there currently appears to be much less push back within and outside animal welfare circles - it still can be divisive for some people. Attendees will learn what the term “No Kill” means, how it is achieved and what language might be better utilized depending upon your audience.

Speaker:
Tawny Hammond
Midwest Region Director, Best Friends Animal Society

Empathy for the Fearful, Worried, or Anxious Dog

As dogs move through transport, shelters, rescue groups, foster homes, adoption events, and into adoptive homes, they experience a lot of fear, stress, and anxiety. We don’t always recognize those signs, as some of them are easy to explain away or ignore in the name of getting them out of the stressful situation as quickly as possible. But ignoring their emotional state causes suffering, and can also cause behavior problems to develop and worsen. Learn how to assess, understand, and develop empathy for fear and anxiety in dogs to improve their welfare and boost their chances of successful adoption.

Speaker:
Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC
Lunch with Keynote Presentation

Keynote: Why Fear Free Animal Shelters Aren't Just Essential - They're Inevitable

11:30am - 12:45pm, Sep 27
Arcadia Ballroom

Free Free is a comprehensive training and certification program developed by board-certified veterinary behaviorists, board certified veterinary anesthetists, and other well-known veterinary experts experienced in caring for both the emotional and physical well-being of pets. Now, they've engaged leading shelter veterinarians and sheltering experts to develop a comprehensive free training and certification course for animal shelter and rescue workers, which will launch in December 2018. In his keynote, Dr. Becker will discuss the new course and how this approach makes life better for every pet in every shelter, every foster home, every veterinary practice, and every adoptive home, every day, forever.

Speaker:

Dr. Marty Becker
Founder and CEO, Free Free

Cat Adoptions from Zero to Infinity

1:00pm - 2:00pm, Sep 27
Glens 1

Too many cats, not enough adopters? In this session, you’ll learn how APA! went from 721 cat adoptions per year, to 3,540! Starting from scratch with no shelter and no budget through managing a population of 1,000+ cats, this session has something for every cat rescuer. We'll discuss adoption options for those without a shelter facility; growing adoptions at a facility; and how progressive adoptions, marketing, policies, and practices enable APA! to place thousands of cats each year while maintaining quality adoptions and a low return rate.

Speaker:

Monica Frenden
Maddie's Director of Feline Lifesaving, Austin Pets Alive!

The Decision to Kill for Behavior - Policy and Protocol

1:00pm - 2:00pm, Sep 27
Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**
How do euthanasia decisions get made in your organization? Do you have a step-by-step process that makes sure every possible solution is explored before an animal is euthanized? Our ten-step, easy-to-follow protocols for medical and behavior euthanasia ensure that animals are only euthanized when there are no other options. Some of the steps to euthanizing an animal include a call to the previous owner, incident confirmation and pleas to external partners. Attendees will receive copies of PACC's euthanasia forms and procedures. They're designed for municipal shelters but can be used in any organization and they will save more lives!

Speaker:

Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

2017 MPFA Outside the Box Award Winners

Thinking outside of the box paid off for some Michigan shelters and rescues, both financially and in lives saved. Join the winners of the first Michigan Pet Fund Alliance/Macomb Humane Society Foundation “Outside the Box-Lifesaving Programs/Projects” awards. You are guaranteed to say: “Wow, why didn't I think of that?!” Get inspired and start thinking about new and creative ways to increase live release rates in your own community.

Speakers:

Marie Green
President / Treasurer, Gratiot Animals in Need aka G.A.I.N

Amy Warner
Volunteer/Events/Rescue Coordinator, Genesee County Animal Control

Karen Kazyak
Director of Animal Welfare, Humane Society of Livingston County

Tania Jaczkowski
Veterinary Technician, Transport & Grant Grant Coordinator, Humane Society of West Michigan

Midwest Region Overview: Best Friends No Kill 2025 Goal
1:00pm - 2:00pm, Sep 27  
Prairies 5

Hear from Best Friends Animal Society’s regional leadership on the status of the No Kill 2025 campaign. Get most recent lifesaving data updates on the nation, regions and states. Learn what you can do to help be part of the bigger picture as well as your community. It takes a village to SAVE THEM ALL!

Speakers:

José Ocano  
Pacific Region Director, Best Friends Animal Society

Marc Peralta  
Senior Director of Regional Programs, Best Friends Animal Society

Tawny Hammond  
Midwest Region Director, Best Friends Animal Society

### Helping Shelter Pets find Health, Happiness, and Homes with Fear Free

1:00pm - 2:00pm, Sep 27  
Prairies 6

Dr. Marty Becker, founder of Free Free, will help shelter and rescue staff and volunteers and foster caregivers understand what this movement means to them, and how implementing Free Free approaches can keep pets healthier in shelters and foster homes, make the transition to a new home more successful, and keep pets in homes. He’ll also cover the new Free Free course and certification for animal shelter workers and volunteers.

Speaker:

Dr. Marty Becker  
Founder and CEO, Free Free

2:15pm

### Starting a Successful Barn Cat Program

2:15pm - 3:15pm, Sep 27  
Glens 1
Often considered unadoptable and overlooked for rescue, feral and fractious cats can be saved through a progressive Barn Placement Program and given a new lease on life as working cats. Learn how to start a barn program from scratch, including selecting cats appropriate for barn placement, finding quality homes, proper relocation procedures, and safe handling and sheltering practices. The Austin Pets Alive! Barn Cat Program saves hundreds of feisty cats each year that would otherwise be slated for euthanasia, and you can, too!

**Speaker:**

Monica Frenden  
Maddie’s Director of Feline Lifesaving, Austin Pets Alive!

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**Diversion Programs: Innovative Approaches that Keep Animals Out of Shelters**

**Date:** 2:15pm - 3:15pm, Sep 27  
**Location:** Glens 2

You know what’s even better than saving the lives of animals in shelters? Preventing them from entering shelters in the first place. In this session, you’ll learn of the programs of Dog Aide, a Detroit-focused community outreach program and how they work with Detroit Animal Care and Control to implement diversion programs and explore the benefits of finding alternatives to pets entering shelters. The speakers will walk you through both shelter-based diversion programs and community-based ones, and help you identify ways to successfully implement diversion tactics for animals in your community.

**Speakers:**

- Jennifer Clarkson  
  Executive Director, Dog Aide

- Kelly McLaughlin  
  Director, Bark Nation

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**The Care and Feeding of Staff and Volunteers**

**Date:** 2:15pm - 3:15pm, Sep 27  
**Location:** Glens 3

Working in animal rescue IS STRESSFUL. Shelter staff, AC officers and volunteers at shelters and rescue organizations are exposed on a regular basis to animal cruelty, life and death decisions, what seems like an endless stream of need for the homeless animals in their care, the uncertainty that the best decision was made for the adoption and rehoming of their voiceless clients – not to mention the daily interface of working with the two-legged in an
emotional environment. In 2015 a study by the American Journal of Preventive Medicine revealed that animal rescue workers have a suicide rate of 5.3 in 1 million workers. This is the highest suicide rate among American workers; a rate shared only by firefighters and police officers. Stress, burnout, depression often referred to as Compassion Fatigue with its long-term consequences is real in every organization. Just like the airplane scenario, if you don't put your oxygen mask on first you can't effectively help those in your care. Learn what can be done to combat stress which will make your organization more effective at helping the animals. Every organization needs to be offering a program for staff and volunteers.

Speaker:

**Linda Harper**  
Consultants In Applied Psychology

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**Midwest Success Stories: Leadership from Around the Midwest States**  
@ 2:15pm - 3:15pm, Sep 27  
Prairies 5

Leaders from around the Midwest Region will share their inspiring and lifesaving success stories and real-life examples from successful collaboration, coalition building, problem solving, programmatic changes, data driven decisions, pilot programs and innovation. Moderated by Tawny Hammond, Midwest Region Director for Best Friends Animal Society.

Speaker:

**Tawny Hammond**  
Midwest Region Director, Best Friends Animal Society

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**Cats Scratch: Here's How to Keep Them in Their Homes Anyway**  
@ 2:15pm - 3:15pm, Sep 27  
Prairies 6

Scratching is a normal, natural, and beneficial behavior of the cat, but it can put a strain on the human-cat relationship, mostly because many people don't understand scratching and how to effectively direct it in acceptable ways. In this session, learn how to work with cat owners and adopters to get new kittens and cats off to a great start, and deal with unwanted scratching in cats at risk for relinquishment. This will include the results of an Internet survey of 4,331 cat owners to help identify what works in the real world, including the “purrfect” scratching post, the new
pheromone product Feliscratch, and recommendations for cat owners to understand and reduce the impact of destructive scratching.

Speaker:

Dr. Theresa DePorter  
DVM, MRCVS, DACVB, Fear Free, LLC

3:30pm

**Litter Box Lowdown: Addressing Non-medical Litter Box Issues**

3:30pm - 4:30pm, Sep 27  
9 Glens 1

When your cat stops using the litter box it’s frustrating and stressful for both cat and cat parent. It’s also, sadly, one of the most common reasons that a cat may get a one-way ticket to the nearest shelter. There are many reasons why a cat may avoid the litter box and it’s important to figure out the true cause in order to get everything back on track. Inappropriate elimination shouldn’t be a deal-breaker when it comes to whether kitty gets to stay in your family or not. While some reasons for litter box aversion may be more complex, there are often some simple mistakes cat parents make.

Speaker:

Pam Johnson-Bennett  
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC

**Recruiting Fosters for the Challenging Dog**

3:30pm - 4:30pm, Sep 27  
9 Glens 2

**Thank you to Animal Farm Foundation for sponsoring this session**

Does your shelter struggle to achieve live outcomes for medium and large dogs who demonstrate behavioral challenges in the shelter? Do you ever think, “If we could just get them out, they might be okay?” If you answer yes, to either of these questions, this talk is for you. You’ll learn proven methods that will help you save 90% or more of dogs with behavioral problems like barrier reactivity and fear-based aggression. This talk, based on a two-year study, will give you practical, easy-to-implement solutions to deal with some of your most challenging dogs, and in most cases, save their lives.

Speaker:
How to Reach Your Target Audience: Digital Strategies for Fundraising, Volunteer Recruitment and Adoption

3:30pm - 4:30pm, Sep 27
Glens 3

Every shelter and rescue organization has several target audiences they need to reach. Donors, adopters, lost families, potential volunteers... and that's just a few of them. And there are so many ways you could be reaching them online -- but where are you going to get the best results with the limited time and resources that you have? Learn which channels to focus on and how to get the most out of them. We'll look at email, social media, websites, blogs, and more. You'll leave this session with straightforward cost-effective tips you can put into practice right away to help you reach your goals, so you can get back to your number one priority: taking care of the animals. Help is on the way!

Speaker:

Amy Starnes
Director of Digital Fundraising, Best Friends Animal Society

The Benefits of Coalition and Steering Committees

3:30pm - 4:30pm, Sep 27
Prairies 5

Coalitions and Steering Committees are a great way to bring together stakeholders in communities, states and regions for creating plans to save pets dying in animal shelters.

Who makes a good steering committee or coalition member, who should lead, how do you start a coalition or steering committee, how often should they meet, what is appropriate for the agenda and is a charter helpful in the beginning? We'll discuss this and look at some real-life examples in various stages of development and successes.

Speakers:

Marc Peralta
Senior Director of Regional Programs, Best Friends Animal Society

Tawny Hammond
Midwest Region Director, Best Friends Animal Society
Use of Nutraceutical and Botanical Therapies to Modify Canine Behavior
3:30pm - 4:30pm, Sep 27
Prairies 6

Can supplements and herbs help dogs cope with change, noise, anxiety, and the transition to a new home? Yes! Come learn about new research on nutraceutical and botanical products and applications for natural, non-prescription anti-anxiety aids that may reduce anxiety or fears in pets. The focus here is on evidence-based research and genuinely useful practical applications.

Speaker:
Dr. Theresa DePorter
DVM, MRCVS, DACVB, Fear Free, LLC

4:45pm

Beer & Pretzels Roundtables (with Raffle Prizes!)
4:45pm - 5:45pm, Sep 27
Kalamazoo Room

To foster productive, coherent conversations, we are wrapping up day 1 of the conference with a session called Beer & Pretzels Roundtables. Each table will have a different topic that is important to our attendees. These informal peer-to-peer conversations provide healthy, focused dialogue where all parties both contribute and benefit. Do you have an idea for a good topic? Please post your topics on our Whova event app under "Ask Organizers Anything". But be beware that we may ask you to host the conversation!

Fri, Sep 28, 2018

9:00am

Opening General Session
9:00am - 9:30am, Sep 28
Arcadia Ballroom

Welcome to day 2 of the conference.

Speakers:
9:45am

No Cat Left Behind: How to Get Special Needs Cats Adopted

9:45am - 10:45am, Sep 28
Glens 1

"FIV, Feline Leukemia, renal failure, elderly, chronically ill, behaviorally challenged. Every rescue struggles with getting 'special needs' cats adopted. The majority of cats taken in by Austin Pets Alive would be considered 'special needs' by most shelter standards, but APA! believes these are lives worth saving and has shown they can be adopted. Learn how to place special needs cats through innovative programs, marketing, and adopter support to help you leave no cat left behind!

Attendees will learn about programs and incentives that help special cats find special homes, marketing special needs cats, and how to keep them in their homes should problems arise."

Speaker:

Monica Frenden
Maddie's Director of Feline Lifesaving, Austin Pets Alive!

The Decision to Kill for Behavior - Policy and Protocol

9:45am - 10:45am, Sep 28
Glens 2

"Thank you to Animal Farm Foundation for sponsoring this session"

How do euthanasia decisions get made in your organization? Do you have a step-by-step process that makes sure every possible solution is explored before an animal is euthanized? Our ten-step, easy-to-follow protocols for medical and behavior euthanasia ensure that animals are only euthanized when there are no other options. Some of the steps to euthanizing an animal include a call to the previous owner, incident confirmation and pleas to external partners. Attendees will receive copies of PACC's euthanasia forms and procedures. They're designed for municipal shelters but can be used in any organization and they will save more lives!

Speaker:
Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

How We Improved: Panel Discussion with 2018 Shelter Award Winners
9:45am - 10:45am, Sep 28
Glens 3
Panel Discussion with 2018 Shelter Award Winners.

Decoding Data: Using Your Stats to Save Lives
9:45am - 10:45am, Sep 28
Prairies 5
What is the one resource every community can use to drive collaboration between public and private partnerships? Data! By evaluating the un-biased data in your community, organizations can work together strategically to increase the quality of life for their pets. Come learn about what data you need, how you can analyze it to identify gaps, and how you can work together to create solutions in your community.

Speaker:
Nikki Kelley
Manager of Network Strategy, Best Friends Animal Society

Feral Kittens: More Than KMR
9:45am - 10:45am, Sep 28
Prairies 6
How to successfully socialize feral and fearful kittens so they get adopted into lifelong homes.

Speaker:
Tabitha Krucera
RVT, Fear Free Certified

11:00am
Litter Box Lowdown: Addressing Non-medical Litter Box Issues
When your cat stops using the litter box it's frustrating and stressful for both cat and cat parent. It's also, sadly, one of the most common reasons that a cat may get a one-way ticket to the nearest shelter. There are many reasons why a cat may avoid the litter box and it's important to figure out the true cause in order to get everything back on track. Inappropriate elimination shouldn't be a deal-breaker when it comes to whether kitty gets to stay in your family or not. While some reasons for litter box aversion may be more complex, there are often some simple mistakes cat parents make.

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC

Breaking the Breed Label Habit

**Thank you to Animal Farm Foundation for sponsoring this session**

A dog's breed, assumed or known, is not indicative of how that dog will behave. Adopters need information on a dog's personality and behavior, not on breed. It's time to move past outdated and inaccurate visual identification. It's time to view all dogs as individuals. A 2016 study proved that a breed label on a kennel card can negatively impact the length of stay and outcome for the dog. In addition, five additional studies proved beyond a doubt that breed labeling based on visual identification is not accurate. Armed with the research, shelters and rescue organizations can make an important change that will increase both the quantity and quality of adoptions for all dogs ... by removing breed labels for all dogs.

Speaker:

Kristen Auerbach
Director of Animal Services, Pima Animal Care Center

The Care and Feeding of Staff and Volunteers

Working in animal rescue IS STRESSFUL. Shelter staff, AC officers and volunteers at shelters and rescue organizations are exposed on a regular basis to animal cruelty, life and death decisions, what seems like an endless stream of need for the homeless animals in their care, the uncertainty that the best decision was made for the adoption and rehoming of their voiceless clients - not to mention the daily interface of working with the two-legged in an
emotional environment. In 2015 a study by the American Journal of Preventive Medicine revealed that animal rescue workers have a suicide rate of 5.3 in 1 million workers. This is the highest suicide rate among American workers; a rate shared only by firefighters and police officers. Stress, burnout, depression often referred to as Compassion Fatigue with its long-term consequences is real in every organization. Just like the airplane scenario, if you don't put your oxygen mask on first you can't effectively help those in your care. Learn what can be done to combat stress which will make your organization more effective at helping the animals. Every organization needs to be offering a program for staff and volunteers.

Speaker:

**Linda Harper**
Consultants In Applied Psychology

**How to Powerfully and Effectively Leverage Volunteers**

裛 11:00am - 12:00pm, Sep 28

Learn how to build your organization capacity by leveraging volunteers at every level of your organization. This session will introduce Points of Light's Service Enterprise, a framework that helps transform organizations and build effective, sustainable, and comprehensive volunteer engagement strategies. Take volunteer engagement from simply a program to a strategy to help achieve your social mission.

Speakers:

**José Ocano**
Pacific Region Director, Best Friends Animal Society

**Pat Guerrero**
Senior Manager, Volunteer Engagement & Programs, Best Friends Animal Society

**Fear Free Training in the Shelter Setting**

แดด 11:00am - 12:00pm, Sep 28

Many of us in the sheltering industry talk about the importance of the 5 Freedoms of Animal Welfare. When it comes to interacting with the animals in our care we can take it a step further and consider how best to affect animal behavior and implement active training in this setting. In this session we'll explore how we in the animal sheltering industry can use concepts of classical conditioning as well as how best to apply different training methods, with special consideration of the concept of the "Humane Hierarchy" in animal training, to
maximize the benefits for our shelter animals. This session will explore various training methods including positive reinforcement based training versus punishment based training to help determine which methods will be most beneficial for our shelter animals, our community and ourselves. We’ll discuss which techniques are expected to be most successful as part of a general strategy to help shelter animals to better tolerate the stressful and sometimes scary environment they find themselves in. This session will also explore how these techniques can be used to increase behaviors we know adopters like and decrease behaviors we know adopters don't like. We’ll explore the benefits of approaching training with this framework in mind, including decreased stress/fear, improved animal welfare, increased staff and public satisfaction, increased adoption rates and decreased returns.

Speaker:

Dr. Cynthia Delaney
Supervising Shelter Veterinarian, UC Davis - Koret Shelter Medicine Program

12:30pm

Lunch with Awards Ceremony

The highlight of this lunchtime session is the announcement of Michigan Pet Fund Alliance's 2018 shelter award winners.

2:30pm

Cat Enrichment in the Shelter: Turn Down the Stress and Turn Up the Feline Fun

When you start thinking about how to minimize stress and maximize adoptability for cats in the shelter, take time to stop and simply remember how finely tuned their senses are and how all that is happening around them is occurring without giving them the option of choice. Sound, sight, touch and smell can have a negative or positive influence on shelter cats. Learn how even small changes can decrease stress and increase a cat's sense of security. The more you reduce stress, the more cats can put their best paw forward. It's time to increase the fun factor!

Speaker:

Pam Johnson-Bennett
Certified Cat Behavior Consultant, Cat Behavior Associates, LLC
Temperament Testing and Behavior Assessment: How Dated Are Your Practices?

Several recent studies have concluded that Temperament Testing and deciding an animal's fate based upon a Behavior Assessment should be a thing of the past because they are not good predictors and can result in potential liabilities for the shelter. If the animal passes, the shelter is telling the adopter and the public this animal is safe and if the animal fails, it is labeled from a single test as not a candidate (safe) for adoption. So if these tests are passed, what should shelters be doing and what do you communicate to a potential adopter about the animal? This hands-on session will provide you tools and ideas for a new approach which benefits the animal, the adopter and general public.

Speaker:

Lisa Rabine
ABCDT, Instructor and Trainer, Michigan Pet Fund Alliance

Let's Keep Community Cats in the Community Where They Belong

Every day, animal shelters are being flooded with what concerned citizens think are stray cats for the wrong reason. These cats are safe and living a humane life within the community while being taken care of by responsible caregivers. Alice, an Animal Control Officer, TNR convert will cover how to educate the public and put their minds at ease when they contact you about these cats. Learn why the cats are healthy and safe, and should stay within the community. See what other shelters are doing to keep community cats with their owners/caregivers, instead of the cats being relinquished as owner surrenders. This session will help you reduce your intake numbers and euthanasia numbers while helping you focus on increasing your adoption and live release rate.

Speaker:

Alice Burton
Associate Director of Animal Shelter & Animal Control Engagement, Alley Cat Allies

Progressive Animal Services as a Community Ethic

Today, killing homeless pets as a form of population control has become socially unacceptable and more communities are working to transform their animal shelters from 'pound' models to community resource centers focused on returning lost pets to their...
families and achieving lifesaving outcomes. A progressive lifesaving animal services department is a community expectation, value and ethic. Animal services departments are moving away from a strictly transactional experience to more of a collaborative approach to saving pet’s lives. Not only can municipalities save precious financial resources moving away from merely impounding pets and punishing people, but they can save more pet’s lives by having policies, programs and laws in place with the sole purpose of creating a safe, pet-valuing and humane community.

Speakers:

José Ocano
Pacific Region Director, Best Friends Animal Society

Lee Ann Shenefiel
Interim Chief Animal Services Officer, Austin Animal Services

Free Free Husbandry in the Shelter Setting
© 2:30pm - 3:30pm, Sep 28
Prairies 6

What can we do to improve the daily lives of the animals in our care in animal shelters? How can putting some thought into housing, handling, daily operations and enrichment opportunities offered to shelter animals improve welfare, decrease workload, increase live release rates and decrease shelter length of stay? In this session, we'll discuss how evidence-based medicine and scientific inquiry have provided us with new information on how housing, handling, enrichment, and training can impact animals in confinement settings like animal shelters and sanctuaries. We'll explore how animal shelters and sanctuaries can positively impact welfare and outcomes for the animals in their care by implementing changes in how they approach these concepts. We'll discuss how some simple changes in how animals are housed, handled and interacted with can reduce stress, decrease disease incidence and improve recovery times (and final outcomes) for animals with medical and behavioral issues, and how this can help keep animals that don't have any problems from developing them. There will be something for everyone in this session as we'll discuss all aspects of an animal's shelter stay.

Speaker:

Dr. Cynthia Delaney
Supervising Shelter Veterinarian, UC Davis - Koret Shelter Medicine Program
### TNR FAQs ... and Answers!

**3:45pm - 4:45pm, Sep 28**  
**Glens 1**

This session will cover the Who, What, Where, When and Why of Trap, Neuter, Return (TNR). The panel includes people who have worked in all areas of animal welfare and specifically trap, neuter and return of community cats including colony care, barn cat placement (or working cats), rescue from hoarding situations and large group trapping. The panel moderator has worked with each of these groups to spay, neuter and vaccinate the cats, place kittens of feral cats and fund the TNR efforts. Moderated by Dr. Diana Newman of Michigan Pet Fund Alliance.

**Speakers:**

- **Jennifer German**  
  TNR Advocate, Companion Cats

- **Tracy Lee**  
  Director, Reflections Outcast Animal Rescue

- **Jodi Schrader**  
  Saved By Zade

- **Dr. Diana Newman**  
  Board Member, Michigan Pet Fund Alliance

### How to Conduct Conversational Adoptions (Role Play Session)

**3:45pm - 4:45pm, Sep 28**  
**Glens 2**

Connecting pets and people through adoption is a big job. Shifting from application-based adoptions to engaging and supportive conversation often requires new skills. Training and practice helps build confidence in adoption staff and volunteers, so that organizations can have confidence in their ability to deliver a positive adoption experience. This session offers practical tips and exercises to help adoption team members develop core strengths and positive interactions with potential adopters.

**Speakers:**
Developing Plans and Addressing Issues - MPFA Assistance

Only in the world of Disney do you wish upon a star and dreams come true. If your shelter needs improvement - START PLANNING. Developing plans is not just for a new building or building expansion - it can be for ANYTHING ... from raising funds to attend training to expanding an enrichment program; from increasing medical treatments to launching a community support program. Half of this session will focus on helping you create a plan of action or strategy for your needed improvement. So come with your wish list. The second part will highlight two new programs MPFA offers to shelters: Medical/Functional Shelter Assessments with Maddie's Shelter Medicine graduate and on-site training with ABCDT instructor – modules include: Animal Behavior and Training, Enrichment, Stress Reduction, Reading Animal Body Language, Safe and Humane Animal Handling, Behavior Assessment, Behavior Modification, and more.

Speakers:

Lisa Rabine
ABCDT, Instructor and Trainer, Michigan Pet Fund Alliance

Deborah Schutt
Chairperson, Michigan Pet Fund Alliance

You Don't Need to Be an Attorney to Do This!

Learn about legislative and policy tools that can be used to assist you in saving all healthy and treatable animals that come through a shelter. Load your legislative tool kit to identify what policy and legislative changes you may need to discuss with decision-makers in your community, specific topics and tools for lobbying decision makers at local and state levels, common legal and policy hurdles that are barriers to increased lifesaving and how to overcome them. Also discussed will be examples of success from communities that made it happen.
Enrichment in shelter settings is incredibly important for cats. Keeping cats stimulated mentally is as needed as caring for their physical needs. Providing enrichment for cats and kittens in shelters can help decrease stress and unwanted behaviors that result from stress. It can also help to decrease illness. Happy and healthy cats are more likely to become adopted and stay in long term homes.

Speaker:

Tabitha Krucera
RVT, Fear Free Certified

Fear Free Animal Shelters and Rescue: Q&A and How to Get Certified
⏰ 3:45pm - 4:45pm, Sep 28
📍 Prairies 6

Session details to come.

5:00pm

Closing Charge and Grand Prize Giveaway
⏰ 5:00pm - 5:30pm, Sep 28
📍 Arcadia Ballroom

Our conference wraps up with a special grand prize giveaway. Must be present to win!
FY 2018 Per Diem Rates for ZIP 49007

Lodging by month (excluding taxes) | October 2017 - September 2018

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

<table>
<thead>
<tr>
<th>Primary Destination</th>
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<tr>
<td>Standard Rate</td>
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<tr>
<td>Kalamazoo / Battle Creek</td>
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<tr>
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<th>Dec</th>
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<th>Feb</th>
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Meals & Incidentals (M&IE) Rates

Use this table to find the following information for federal employee travel:

- **M&IE Total** - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

- **Breakfast, lunch, dinner, incidentals** - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

- **First & last day of travel** - amount received on the first and last day of travel and equals 75% of total M&IE.

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<tr>
<th>M&amp;IE Total</th>
<th>Continental Breakfast/Breakfast</th>
<th>Lunch</th>
<th>Dinner</th>
<th>Incidental Expenses</th>
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<td>$13</td>
<td>$24</td>
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*Lunch + Snacks provided both conference days: 13 + 5 = $18.00 less*

9/26 (Travel day): $40.50
9/27 (Reg day): 54 - 18 = $36.00
9/28 (Travel day): 40.50 - 18 = $22.50

Total Per Diem = $99.00
Other Action Item

17-18-867

Request Date: August 30, 2018  Account Code: 1100-2820

Purpose of Trip: (explain fully the necessity of making the trip)

Building & Zoning’s Environmental Specialist to attend the Annual Illinois Counties Solid Waste Management Association Conference which supports professional development and includes training and education from the Illinois Environmental Protection Agency for Solid Waste enforcement program in Starved Rock, Illinois from November 1, 2018 through November 2, 2018. Expenses to include registration, transportation, lodging, and mileage for and approximate total of $285. The program partially funded by the Illinois EPA.

Destination: Starved Rock State Park

Date of Departure: November 1, 2018  Date of Return Arrival: November 2, 2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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<td>Reference Materials:</td>
<td>0</td>
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<tr>
<td>Meals: (Per Diems)</td>
<td>0</td>
</tr>
<tr>
<td>Total:</td>
<td>$285.00</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item
17-18-868

Request Date: August 30, 2018 1100-2820  Account Code: 1100-2820

Purpose of Trip: (explain fully the necessity of making the trip)
Department of Building & Zoning’s Environmental Coordinator to attend the Annual Illinois Counties Solid Waste Management Association Conference which supports professional development and includes training and education from the Illinois Environmental Protection Agency for Solid Waste enforcement program in Starved Rock, Illinois from November 1, through November 2, 2018. Expenses to include registration, transportation, lodging, and mileage for an approximate total of $285. The program partially funded by the Illinois EPA.

Destination: Starved Rock Lodge, Utica, IL

Date of Departure: November 1, 2018  Date of Return Arrival: November 2, 2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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<tr>
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<td>Lodging</td>
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<td>Rental Car</td>
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<tr>
<td>Reference Materials</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>Total</td>
<td>$285.00</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Resolution
HHS-R-0396-18

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF Dupage AND
DUPAGE HOMEOWNERSHIP CENTER, INC.
PROJECT HM17-03

WHEREAS, DuPage County is a participating jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, DuPage Homeownership Center, Inc., an Illinois Not-for-Profit Corporation, has applied for HOME funds that will be used to provide deferred junior mortgages to qualified low-income first-time homebuyers and known as HOME project #HM17-03; and

WHEREAS, the DuPage HOME Advisory Group and the County Health and Human Services Committee have recommended HOME funding in the amount of One Hundred Seven Thousand Five Hundred Fourteen and 00/100 Dollars ($107,514.00) for said application; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME program requirements, and said Agreement has been approved by DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman 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 Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM17-03 so long as such amendments further the completion of project HM17-03 and are in accordance with regulations applicable to the HOME Investment Partnerships program and are in accordance with the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., 1600 East Roosevelt Road, Wheaton, IL 60187; and the Community Development Commission

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
Resolution

HHS-R-0396-18

PAUL HINDS, COUNTY CLERK
To: Greg Hart, Chairman and Committee Members  
Health and Human Services Committee

From: Mary A. Keating, Director,  
Department of Community Services

Date: August 17, 2018

Subject: DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc. – 2017 HOME Funding – Homestead Program – Project #HM17-03

Recommendation was approved by the Home Advisory Group Committee on August 7, 2018.

DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc. – DuPage Homestead First Time Homebuyer Program

On March 28, 2017 the County Board approved the 2017 Action Plan under Resolution HHS-R00184-17, which identified first time homebuyer assistance and closing cost assistance as 2017 projects. H.O.M.E. DuPage, Inc. submitted a completed application on 12/04/2017 with a funding request of $449,970 in HOME funds and $90,000 in CDBG funds.

Each buyer would receive down-payment assistance of up to $14,999 (forgivable after 60 months) toward the purchase price of a single-family home. Each buyer also would receive up to $3,000 as a closing cost grant (CDBG Funds). Eligible reimbursable project delivery costs are estimated to be $2,920 per completed transaction.

Based on H.O.M.E. DuPage’s current spending rate of 2015 HOME funds, and the fact that the Community Development Commission is 4 months into Program Year 2018, CDC staff believes $107,514 in 2017 HOME funds is a reasonable funding amount to sustain the Homestead Program through the 2018 Program Year.

Staff recommendation for 2017 is $107,514 in HOME funds and $18,000 in CDBG funds for closing costs (down payment assistance amount & closing cost amount may require adjustment as year progresses).

If the Homestead Program experiences a significant increase in clients and additional funding is needed to sustain the program, the H.O.M.E. DuPage Inc. application funding request would allow for the agency to request additional HOME & CDBG...
funds. H.O.M.E. DuPage Inc. would inform the Community Development Commission of the increased program activity and submit a formal request for additional HOME & CDBG funding. The additional funding requests would be presented to the HAG Committee for recommendation and approval.

**Recommendation:** Staff recommends approval of the 2017 Program Year Agreement with the DuPage Homeownership Center, Inc dba H.O.M.E. DuPage, Inc. for project number HM17-03, HOME Investment Partnerships Program down payment assistance in the amount of $107,514.00.

If you have any questions regarding the above recommendations, please contact me at 630-407-6457.
DETAILED PROJECT SUMMARY

The DuPage Homestead Program provides prepurchase education and counseling and an affordable financing package to enable qualified low-income first-time homebuyers to purchase a starter home in DuPage County. Through a collaboration of mortgage lenders, the Illinois Housing Development Authority and DuPage County, the program since 1992 has helped more than 600 low-income families purchase homes through our Homestead program in 28 different communities, with a low foreclosure rate of less than 1%. HOME DuPage is requesting $449,970 in HOME funds plus $90,000 in CDBG funds for closing costs to assist a minimum of 30 new buyers. Each buyer will receive down payment assistance of up to $14,999 (forgivable after 60 months) toward the purchase of a home. Each buyer will also receive up to $3000 closing cost grant (CDBG Fund). And, $2920 per transaction (HOME Funds) will be allocated for HOME DuPage delivery costs.

The project is a HOME DuPage provided housing education and counseling for low-income homeownership. Since 1991, HOME DuPage, Inc. and currently is a HUD-approved non-profit housing counseling agency providing a special financing structure in cooperation with DuPage County Community Development Commission HOME funds to boost buying power for eligible low-income first time home buyers in DuPage County.

Homestead serves low-income first time homebuyers. This market includes low-income non-elderly renters in DuPage County as well as other low-income who work in DuPage County but cannot afford to live here. According to market analysis by the Illinois Association of Realtors, DuPage County the 2nd largest county in Illinois (population approx 1 million) consistently (each quarter year over year) has the highest median single family home price in the state of Illinois. As the housing market recovers from the Great Recession, single family home (SFH) prices are rebounding. Over the past few, the median SFH price has increased. However, we most likely will not have another explosion in housing prices, wages are not keeping pace with the rise in housing costs. This is affecting affordability for low wage earners. Currently we have 321 pre-purchase clients in counseling 145 of which could be Homestead-eligible. While the number of Homestead-eligible clients remains steady year after year the length of time required for counseling to address issues such as credit, savings, and reducing debt have been more complex, additional time is required for counseling for these clients. Policy changes, longer counseling times, along with plans for more aggressive marketing are in our plans for Homestead in this current cycle as well as 2018 cycle.
DuPage Homestead Program Information Packet

Having trouble affording a house in expensive DuPage County?  
Our special mortgage financing can help!

What is the DuPage Homestead Program?  
H.O.M.E. DuPage, Inc. (H.O.M.E.) a non-profit, HUD-certified housing counseling agency, created the Homestead Program in 1992 to help first-time homebuyers who were being priced out of the high-cost DuPage housing market.  Homestead uses a reduced-interest mortgage-financing package to boost the buying power of income-eligible first-time buyers to enable them to afford a home in DuPage County.  Because you are paying less in interest charges than with market-rate financing, you can afford more house!

How do I qualify for the Homestead Program?  
You must meet ALL of the following eligibility criteria at the time you close on a home.  Counseling may help you to meet some criteria that you do not currently meet.  Meeting these criteria does not guarantee that you will get a loan.

1. None of the applicants have owned a home as their principal residence in the past three years.
2. Applicants have a minimum 660 credit score (lowest score)
3. Any bankruptcies must have been discharged at least two years and you must have reestablished at least 24 months of traditional credit (this is our minimum standard, lender requirements may call for additional seasoning).
4. None of the applicants owes federal, state or local tax debts.
5. All occupants of the home must be U.S. citizens or permanent resident aliens.
6. Total TAXABLE GROSS household income cannot exceed the following limits (taxable gross income is defined as income from all taxable sources, before deductions, projected forward for the next 12 months for all household members age 18 and over):

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<tr>
<th>Family Size</th>
<th>1</th>
<th>2</th>
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<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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<tr>
<td>Household Income*</td>
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<td>$54,200</td>
<td>$60,950</td>
<td>$67,700</td>
<td>$73,150</td>
<td>$78,550</td>
<td>$83,950</td>
<td>$89,400</td>
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</tbody>
</table>

*Income guidelines are determined by HUD and adjusted annually (updated June 1, 2018).

What are the downpayment requirements?  
You must put down at least 5%.  Of this, a minimum of 1% or $1000, whichever is greater, must be from your own funds.  Beyond that, you can put additional money toward the downpayment, and up to $10,000 of any amount over 1% can be from a gift from a relative.  In addition to your downpayment, you must have one mortgage payment in reserve after you close (lender may require additional payments in reserve).  For example, if your monthly mortgage payment is $1,000, you must have $1,000 set aside at closing in a "rainy day fund" for emergencies.  This is for your own financial protection.  Your housing counselor will explain this requirement in greater detail.

Does H.O.M.E. DUPAGE, INC. charge any fees to participate in Homestead?  
We charge a fee of $40 for our Homebuyer Education class.  Prior to counseling we charge $20 per applicant for a merged credit report.  (Please note – if you have had credit issues in the past, we may need to pull more than one credit report during the course of your counseling with us to determine whether or not you have improved your credit scores.)
Are there any restrictions on the house I can buy? You select the house you want to buy with the following restrictions: (1) The house price will depend on what you can afford, but in no case can it exceed $261,000; (2) The house must be located in DuPage County; (3) The home may NOT be located in Aurora or Bolingbrook; (4) No multifamily dwellings (you can buy a condominium, townhouse, or your side of a duplex); (5) The house must pass a DuPage County Housing Quality Standards inspection; (6) You must be able to afford the property as determined by your counselor and mortgage lender.

Can I buy a house through this program if I have bad credit or too much debt? H.O.M.E. DUPAGE, INC. will counsel you on budgeting and credit management so that eventually you may qualify for a mortgage. Please understand that you may be facing six months or more of work to address past problems before you can qualify for a mortgage. DON'T BE DISCOURAGED! It is definitely worth the time and effort to become financially stronger so that you can eventually buy a home. We encourage you to enter the program.

How long will it take to buy a home through the Homestead Program? That depends on two key factors:

1. Your financial situation when you enter the program – you have to meet the underwriting criteria for the first mortgage product program. Some of the key concerns will be minimum down-payment, credit scores and time on the job. These criteria change from time to time based on what is happening in the mortgage lending industry. (For example, in the wake of the recent foreclosure crisis, lenders are raising the minimum required credit scores.) Your housing counselor will advise regarding these issues.

2. The availability of funds - because this program is partially funded using government money, H.O.M.E. DUPAGE, INC. has only limited control over both the timing and amount of funds available.

Remember that counseling can help you work through credit problems and other issues if you do not qualify to purchase when you enter the program.

How do I enter the program?

We now offer two ways to enter counseling at H.O.M.E. DUPAGE, INC. Our new GATEWAY TO HOMEOWNERSHIP ORIENTATION is recommended for people who are not yet ready to buy due to one or more of the following:

- FICO scores below 620
- Less than two years continuous employment in the US
- Credit issues such as collections, judgments, charge offs or tax liens or a bankruptcy, foreclosure, short sale or deed-in-lieu within the past three years.
- Have little money saved for a down payment
STEP ONE: Attend a Gateway to Homeownership Orientation or a Home Buyer Education Class. **YOU MUST ATTEND ONE OF THESE CLASSES BEFORE YOU CAN PROCEED TO THE NEXT STEPS.** All household members age 18 and over must attend the class, except adult children or senior relatives living in the home who will not be on the mortgage (although any income they receive must be disclosed to determine household program eligibility). There is a $20.00 charge per household for the Gateway to Homeownership Orientation and $40.00 per household for Home Buyer Education. These fees are for materials and are non-refundable. 

STEP TWO: Obtain an Application Package at the Class.

STEP THREE: Read the Application Package carefully and complete ALL of the fields.

STEP FOUR:

- Assemble COPIES from the Document Checklist that is on page 3 of the application.
- A check or money order for $20 per applicant for your credit report, made payable to H.O.M.E. DuPage, Inc.

*Please note that we cannot accept originals and we cannot make copies for you.*

STEP FIVE: Submit your completed application form and documents to

H.O.M.E. DuPage, Inc.
1600 East Roosevelt Road
Wheaton, IL 60187

You can submit your information by mail. When we receive your package, we will call you to schedule an appointment for an individual intake session. **If we cannot reach you within 30 days, we will mail your credit report payment back to you and shred your documents.**

You also can deliver your information in person to our offices most weekdays. **Please call ahead to make sure someone will be available to receive your documents – (630) 260-2500, ext. 2501.** When you hand them in, we will schedule an appointment for you to come back for an individual intake session. **REMEMBER, PLEASE CALL AHEAD BEFORE COMING SO YOU DON'T WASTE YOUR TIME!**

STEP SIX: At your individual intake session, you will meet with a housing counselor who, prior to the meeting, will have reviewed your documents, obtained your credit report, assessed your initial eligibility for the program and estimated your purchasing power based on the information you provided. The counselor will develop a customized Homeownership Action Plan for you detailing a suggested course of action to help you achieve homeownership. This may include recommendations for addressing credit problems or other barriers that may be preventing you from becoming a homeowner. It also will include a list of any additional information we need from you in order for you to move forward in the program. If the counselor discovers you are not eligible for the Homestead Program, she will provide information on other resources to help you purchase a home.

STEP SEVEN: You will be responsible for working on any issues identified in the Homeownership Action Plan. Your housing counselor will contact you periodically to check on your progress and you can feel free to contact her with any questions or concerns you might have. You will remain in our active client database as long as you wish while you are working on your Action Plan, provided you maintain contact with your counselor.
STEP EIGHT: When you have completed your Action Plan (however long that takes will depend on your individual circumstances), you will be placed in our "Market Ready" pool. If you have not completed Homebuyer Education with one year you will register to take this class to receive certification. You will then be referred to a participating Lender for pre-approval of 1st mortgage financing. (Please note: If the number of “Market Ready” clients exceeds the amount of available funds, applicants will be prioritized based on the date of their initial intake session.)

STEP NINE: Market ready clients attend a Homestead placement education session (either group or individual session, depending on number of clients who are ready and availability of funds) covering the specifics of the Homestead transaction before they begin shopping. Once you are pre-approved for financing by a participating lender, and you have attended your placement education session, you can shop for a home.

Some Important DON’TS:
- Do NOT bring originals of your personal documents. We will accept copies only.
- DO NOT ask our staff to make copies; we do not have the time or budget to do this for you.
- Do NOT leave your documents in the unsecured mailbox outside our door. We cannot be responsible for any items left outside our offices.
- Do NOT shop for a home until you are accepted into the program and PREAPPROVED for financing (see Step Nine above).

Questions? Call the H.O.M.E. DuPage, Inc. at (630) 260-2500 or visit our website at www.homedupage.org.
# How the DuPage Homestead Program Works

Homestead provides first mortgage financing at interest charges relative to what you would pay if you used regular market financing. Because there is an interest-free second mortgage, you pay less in total interest so more of your money goes directly toward the purchase price of the home, enabling you to afford more. Homestead is what we call a "layered financing package." Here's how the layers work:

<table>
<thead>
<tr>
<th></th>
<th>Amount of Funds</th>
<th>Source of Funds</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Sales price, less 5% down payment, less second mortgage</td>
<td>Participating mortgage lender</td>
<td>30-year fixed-rate mortgage at a market interest rate. You will make monthly payments to the first mortgage lender.</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>Up to $14,999</td>
<td>DuPage County's HOME federal block grant</td>
<td>No monthly payments; no interest charges or shared appreciation; forgiven over 5 years</td>
</tr>
<tr>
<td>Downpayment</td>
<td>5% of the purchase price</td>
<td>Minimum $1,000 or 1% of the sales price, whichever is more, from borrower savings</td>
<td>Up to $10,000 may be a gift from a relative</td>
</tr>
<tr>
<td>Closing Cost Grant</td>
<td>Up to $3,000</td>
<td>DuPage County</td>
<td>No repayment required. Grant is not available for purchase in Naperville.</td>
</tr>
</tbody>
</table>

- **1st Mortgage** - Sales price MINUS 2nd Mortgage and Downpayment
- **2nd Mortgage** - DuPage County HOME Program - up to $14,999
- **Downpayment** - 5% of Purchase Price (minimum 1% of borrower's own funds)
HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
THE DUPAGE HOMEOWNERSHIP CENTER, INC., dba HOME DUPAGE, INC.
HM17-03

This AGREEMENT is entered into as of the 11th day of September, 2018, by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois ("COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187, and the DUPAGE HOMEOWNERSHIP CENTER INC., an Illinois not-for-profit corporation ("SUBRECIPIENT") having a principal place of business at 1600 E. Roosevelt Road, Wheaton, Illinois 60187.

RECITALS

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

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

WHEREAS, SUBRECIPIENT has made application to COUNTY for a grant of a portion of COUNTY’s HOME Investments Partnerships Act Funds ("HOME FUNDS") which shall be used to provide Junior mortgages to qualified low-income home buyers (“BORROWER”) to purchase single family residences (“RESIDENCE” or “RESIDENCES”) in the DuPage Homestead Program (the "PROJECT");

WHEREAS, COUNTY has considered and approved the application of SUBRECIPIENT and hereby agrees to distribute to SUBRECIPIENT a portion of the total HOME FUNDS allotted to the COUNTY with the portion distributed to SUBRECIPIENT being in an amount and upon the conditions provided herein; and

WHEREAS, the County Board approved this project on March 28, 2017, as part of the 2017 Action Plan under Resolution #HHS-R-0184-17 as part of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #DC-R-0094-15; and

WHEREAS, COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable Federal and State 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 hereo, 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. Assurances and Other Program Requirements
   Exhibit B. Equal Employment Opportunity Certification.
   Exhibit C. Deferred Forgivable Payment Note
   Exhibit D. Forgivable Junior Mortgage
   Exhibit E. Project Budget (The attached budget states the anticipated dollar amounts for how the project will function. It was derived from the budget submitted with the application for the project. As the project proceeds, amounts may vary with the approval of the Community Development Commission (“CDC”). Such budget variations will not require a modification to this Agreement.)
   Exhibit F. Underwriting Standards for Homebuyer Programs
   Exhibit G. Property Standards Policy
   Exhibit H. Uniform Physical Condition Standards Checklist

II. SCOPE OF THE PROJECT AND REPORTING REQUIREMENTS

A. SUBRECIPIENT hereby agrees to timely perform the following activity, as previously defined in the Application for Affordable Housing Funding and attachments dated December 4, 2017 for the “DuPage Homestead Program” submitted by the SUBRECIPIENT (hereinafter called “PROJECT”). The scope of activities will be limited to the following:

   1. Provide each potential BORROWER a comprehensive home ownership counseling program that is consistent with the Fannie Mae document, “A Guide to Home Ownership,” and a certificate of completion shall be made a part of the loan file. As a minimum, said counseling program shall include:

      (a) Obtaining the potential BORROWER’S current credit report and analyzing the potential BORROWER’S financial capacity for home ownership;

      (b) Completing a Prequalification Worksheet showing what the potential BORROWER can afford and a Homeownership Action Plan to address problems;

      (c) Conducting individual meetings with each potential BORROWER to review the Prequalification Worksheet and the Homeownership Action Plan, counsel the
potential BORROWER on ownership, and answer questions; and

(d) Offering long-term counseling to potential BORROWERS not ready to buy in order to address problems.

2. Determine each BORROWER’s income eligibility using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition. COUNTY shall review SUBRECIPIENT’s determination of income.

3. Deferred junior mortgages at zero percent (0%) interest in an amount not to exceed $14,999 each, will be provided to qualified low-income BORROWERS purchasing RESIDENCES in the PROJECT. This amount of assistance requires a five-year affordability period from the date of execution of the junior note and mortgage (“Affordability Period”). If BORROWER continues to occupy the premises as their primary residence, the loan shall be forgiven over the Affordability Period, at the rate of 20% per annum or 1/5th on each anniversary of the date the BORROWER executed the junior note and mortgage, contingent upon the BORROWER’S continual occupancy of the RESIDENCE until the sooner of sale of the Residence or expiration of the Affordability Period. If title to the property is transferred during the five-year Affordability Period (voluntarily or involuntarily), the unforgiven portion of the loan owed at the time of sale will be due from the net sales proceeds to the BORROWER at the closing. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. Such mortgage will be payable in full if the BORROWER moves out of the property without a transfer of title before the expiration of the Affordability Period. SUBRECIPIENT will use FHA, Freddie Mac, and or Fannie Mae underwriting standards for the primary loan. In addition to those standards, the COUNTY requires that each transaction meet the requirements of the Underwriting Standards for Homebuyer Programs as adopted by the HOME Advisory Group (“Underwriting Standards”). The Underwriting Standards in effect at the time of execution of this Agreement are attached hereto as Exhibit F and incorporated herein by reference.

4. Project delivery costs in the amount of up to Two Thousand Nine Hundred Twenty and no/100 Dollars ($2,920.00) per transaction will be provided. Only if the project is funded and the individual counseled becomes an owner of a HOME-assisted RESIDENCE will the associated homebuyer expenses be considered as eligible HOME project delivery costs.

a. Reimbursement of project delivery costs will not be provided until all post-closing issues have been resolved. This includes but is not limited to post-closing final inspections for kitchen appliances.

5. Additionally, it is the intent of the parties to enter into a separate agreement in order to provide Community Development Block Grant fund grants in an amount up to $3,000.00 for closing costs for each qualified homebuyer receiving second mortgage funds through this program.
6. Other such related costs that have the same intent as this AGREEMENT, are eligible for HOME funding, and are pre-approved by the staff of the DuPage Community Development Commission (hereinafter called “CDC”).

B. SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME Investment Partnerships Program (“HOME”) regulations at 2013 HOME Final Rule, 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances and regulations. The scope of activities to be performed, pursuant to this AGREEMENT, will be governed by, and limited to, the following:

1. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the CDC.

2. SUBRECIPIENT is prohibited from charging families participating in the PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.

3. Sale of each RESIDENCE to a BORROWER shall be subject to the following:
   a. The BORROWER shall be a qualified low-income homebuyer pursuant to the HOME program, and the RESIDENCE is sold to the BORROWER at a price affordable to the BORROWER in accordance with laws, regulations, and guidelines applicable to the HOME program.
      (1) All BORROWERS shall be low-income households whose incomes are less than 80% of median income for DuPage County, with such income limits as determined by HUD.
      (2) Determination of each BORROWER’s income will be made using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition.
   b. Prior to commitment of HOME FUNDS to provide mortgages to any BORROWERS, SUBRECIPIENT shall develop written program guidelines and administrative procedures for the sale of RESIDENCES to BORROWERS that are in accordance with laws, regulations, and guidelines of the HOME program, and said program guidelines shall be in effect after written approval from CDC. As a minimum, said program guidelines shall include the following:
      (1) Each BORROWER will receive a 30-year fixed rate, fully amortizable first mortgage loan from a private lender which shall carry an interest rate, and term that is as favorable to the BORROWER as can reasonably be obtained at the time of the mortgage commitment.
      (2) Each BORROWER is required to provide a minimum downpayment of 5% of the RESIDENCE purchase price. BORROWERS must use their own funds for at least 1% of the downpayment. Total gift money in the transaction (including downpayment, closing costs and reserves) cannot
exceed $10,000, must be from a relative, and must be documented with a gift affidavit.

(3) Before making an offer on a RESIDENCE, each potential BORROWER shall complete a comprehensive home ownership counseling program that is consistent with the Fannie Mae document, “A Guide to Home Ownership,” and a certificate of completion shall be made a part of the loan file. As a minimum, said counseling program shall include:

(a) Obtaining the potential BORROWER’S current credit report and analyzing the potential BORROWER’S financial capacity for home ownership;

(b) Completing a Prequalification Worksheet showing what the potential BORROWER can afford and a Homeownership Action Plan to address problems;

(c) Conducting individual meetings with each potential BORROWER to review the Prequalification Worksheet and the Homeownership Action Plan, counsel the potential BORROWER on ownership, and answer questions; and

(d) Offering long-term counseling to potential BORROWERS not ready to buy in order to address problems.

(4) Before making an offer on a RESIDENCE, each BORROWER shall obtain income qualification from the SUBRECIPIENT as a low-income homebuyer in accordance with the HOME program. COUNTY shall review SUBRECIPIENT’s determination of income.

(5) COUNTY shall prepare and provide the BORROWER with a Homebuyer Agreement to be executed. Agreement will outline contingencies of HOME funding including any HOME funds recaptured must be remitted to COUNTY.

(6) SUBRECIPIENT shall document all underwriting criteria used to determine the eligibility of each low-income homebuyer as a qualified BORROWER and document that the transaction meets the Underwriting Standards.

(7) The RESIDENCE purchased must be within DuPage County, except that it may not be located in the City of Aurora, or Village of Bolingbrook.

(8) The RESIDENCE must meet 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 utilizing HUD’s Uniform Physical Conditions Standards checklist as a tool as set forth in Exhibit G and Exhibit H.
(9) COUNTY shall submit the junior mortgage instrument to be used for all BORROWERS. Said mortgage instrument shall be in accordance with the regulations applicable to the HOME program.

(10) SUBRECIPIENT shall submit a plan describing efforts to obtain the best available first mortgage financing for the BORROWERS.

3. BORROWER shall, simultaneously with the execution of a first mortgage for each RESIDENCE, execute a Deferred Forgivable Payment Note, in a form acceptable to COUNTY and attached hereto as Exhibit C, secured by a Forgivable Junior Mortgage payable to COUNTY in a form attached hereto as Exhibit D. This mortgage instrument shall be in compliance with this Agreement and contain, among others, the following provisions and conditions:

In the event that any one or more of the stated conditions occur, the mortgage financed in part or total with COUNTY HOME FUNDS shall be considered in default. Said conditions that shall immediately precipitate and cause said mortgage to be in default are as follows:

(1) That BORROWER fails to use said property as its principal place of residence.

(2) That BORROWER files any petition in bankruptcy, or for a receiver, or insolvency, or for reorganization of composition, or make any assignment for the benefit of creditors or to a trustee for creditors, or permits an adjudication in bankruptcy, the taking of possession of said real estate or any part thereof under judicial process or pursuant to any power of sale and fail to have such action set aside within forty-five (45) days.

(3) That BORROWER transfers, or otherwise encumbers the RESIDENCE, without the prior express written consent of the COUNTY.

(4) That BORROWER fails to maintain the RESIDENCE and its grounds and equipment pertinent thereto according to applicable Property Standards and in compliance with all local and state codes and ordinances, or shall fail to purchase fire and extended coverage insurance and flood insurance thereon and provide and file a certificate of said coverage with the COUNTY on an annual basis, 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. Said insurance policy shall name COUNTY OF DU PAGE as an additional loss payee.

4. The COUNTY shall authorize the disbursement of HOME FUNDS for the purchase of a RESIDENCE by a BORROWER only upon the SUBRECIPIENT’S delivery of the following documents for such RESIDENCE, in a form acceptable to CDC, at least thirty (30) days prior to the closing of the purchase:

a. A copy of the fully executed purchase contract between the BORROWER and the seller of the RESIDENCE to be purchased.
b. A written request for payout from the COUNTY’S HOME program in a form acceptable to the CDC.

c. A commitment for an acceptable ALTA form of mortgagee’s policy of title insurance in the amount of the junior mortgage loan, issued by a title insurance company satisfactory to the COUNTY, insuring “DuPage County, by and through its Community Development Commission,” that its mortgage constitutes a valid junior lien, subject only to those exceptions to title as the COUNTY shall approve.

d. An acceptable appraisal by a certified appraiser, as confirmed by COUNTY appraiser’s office, stating the fair market value of the RESIDENCE to be at least as great as the contract purchase price.

e. Any and all other documents reasonably requested by the COUNTY or its counsel.

5. Prior to commitment of HOME FUNDS for subordinate mortgages for any BORROWER, the SUBRECIPIENT shall submit a written Affirmative Marketing Plan in a form acceptable to CDC describing methods used to provide information to and attract eligible buyers of the RESIDENCES without regard to race, color, national origin, sex, religion, familial status or disability.

6. The SUBRECIPIENT shall provide copies of all items required in Section II.B for CDC approval. CDC must approve any changes prior to implementation.

7. SUBRECIPIENT shall provide a Progress Report to CDC office each month, reporting on the status of the project in relation to the completion dates referred to in Section IX. The progress reports shall begin upon the signing of the Agreement and shall continue until the PROJECT is closed out by the COUNTY.

8. SUBRECIPIENT shall keep a file on each BORROWER containing information as required by the HOME program, and by the COUNTY as administrator of the HOME program, including records demonstrating:

(1) That a minimum of $1,000 in HOME assistance was used in the purchase of the RESIDENCE;

(2) The purchase price of the RESIDENCE does not exceed the HOME per-unit subsidy level in effect at the time of purchase;

(3) Subsidy layering review to demonstrate that BORROWER has not been over/subsidized;

(4) The RESIDENCE meets DuPage County property standards and lead-based paint requirements; and

(5) That the BORROWER is income eligible.

All records must be retained for five years after the project completion date, except for
documents that impose recapture restrictions, which must be retained for five years after the affordability period terminates.

C. At the request of CDC, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT.

III. AMOUNT AND TERMS OF HOME FUNDING

A. The COUNTY shall distribute to SUBRECIPIENT, as SUBRECIPIENT's portion of the total grant received by the COUNTY and in consideration of SUBRECIPIENT's undertaking to perform the PROJECT, a maximum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 Dollars ($107,514.00), to be paid in the manner set forth in Section V herein.

B. COUNTY shall make available for distribution to SUBRECIPIENT, HOME FUNDS as described in Section II herein and in accordance with the following schedule and conditions.

1. HOME funds in the amount of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 Dollars ($107,514.00), shall be made available to SUBRECIPIENT for payment of allowable costs upon approval and adoption of this AGREEMENT by the DuPage County Board and upon receipt of HOME FUNDS from the Department of Housing and Urban Development.

C. This PROJECT shall be identified as HOME AGREEMENT No. HM17-03, which identifying number shall be used by SUBRECIPIENT on all payment requests.

IV. SUBRECIPIENT'S COMPLIANCE WITH THE ACT

A. COUNTY shall assist SUBRECIPIENT in complying with the ACT and the rules and regulations promulgated for implementation of the ACT.

B. The SUBRECIPIENT shall comply and assist COUNTY in complying with the environmental review requirements of 24 CFR part 58 prior to COUNTY's disbursement of GRANT FUNDS to the SUBRECIPIENT. Failure to comply with or violation of provisions in subparagraphs (1), (2), and (3) set forth below may result in the denial of any funds under this AGREEMENT.

SUBRECIPIENT shall:

1. Advise COUNTY of all projects requiring a review under 24 CFR part 58 prior to approval and supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for each property; and

2. Carry out mitigating measures required by COUNTY or select an alternate property or project; and
3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend HOME or local funds for these program activities on a HOME or HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.

4. Notwithstanding any provision of this AGREEMENT, the parties hereto agree and acknowledge that this AGREEMENT does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

C. COUNTY, as a condition to this HOME funding, requires the SUBRECIPIENT, when applicable, to complete certifications showing equal opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit “B” attached hereto and made a part hereof.

D. SUBRECIPIENT agrees and authorizes CDC, COUNTY, and HUD to conduct on-site reviews, examine homebuyer applications and to conduct any other procedures or practices to assure compliance with these provisions.

E. SUBRECIPIENT agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBRECIPIENT in the PROJECT or payments made pursuant to this AGREEMENT.

F. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

G. SUBRECIPIENT shall maintain records to show actual time devoted and costs incurred, in relation to the PROJECT, and shall prepare and submit monthly progress reports, which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

H. SUBRECIPIENT shall comply with the audit requirements of the Office of Management and Budget’s (hereinafter “OMB”) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”). SUBRECIPIENT shall submit to the COUNTY one copy of said audit report within six months of the close of the SUBRECIPIENT’S fiscal year. SUBRECIPIENT shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the AGREEMENT.
I. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

J. SUBRECIPIENT and COUNTY shall at all times observe and comply with Title 24 CFR part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this AGREEMENT, and SUBRECIPIENT shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

K. SUBRECIPIENT shall transfer to the COUNTY any HOME FUNDS on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires. Program Income is to be remitted to the COUNTY. It is not anticipated that SUBRECIPIENT will receive program income under this AGREEMENT.

V. BILLING PROCEDURE

A. All claims of SUBRECIPIENT shall comply with the following requirements:

1. Any claim for advancement of HOME FUNDS shall be limited to an amount necessary for SUBRECIPIENT to meet specific cash requirements for the PROJECT and shall be disbursed by SUBRECIPIENT within three (3) working days of receipt by SUBRECIPIENT. This Agreement does not contemplate the advancement of HOME FUNDS to subrecipient.

2. Processing of all requests for payment shall be contingent upon the submission of the required documentation to the COUNTY that fully complies with federal labor standards, uniform relocation act or any other applicable Federal, State, County or local statutes, rules or regulations.

3. Any request for reimbursement pertaining to acquisition shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC office staff.

4. SUBRECIPIENT shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner, as both parties shall determine.

5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of financial records by the COUNTY as required by Title the 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”).

B. Promptly upon submission of an acceptable claim for HOME FUNDS, COUNTY shall process such claim and shall 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, in accordance with the Illinois Open Meetings Act and in compliance with this AGREEMENT and applicable HUD requirements.
VI. UNIFORM ADMINISTRATIVE AND OTHER FEDERAL REQUIREMENTS

A. SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of the 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 it relates to the acceptance and use of federal funds for the PROJECT.

B. SUBRECIPIENT shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT. Other reporting requirements are specified in Sections II, IV and V.

VII. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.

B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME FUNDS to SUBRECIPIENT for SUBRECIPIENT’s substantial breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT.

C. During the implementation of the PROJECT, the COUNTY may suspend payments of HOME FUNDS, due to use of funds in a manner unrelated to SUBRECIPIENT’s performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT’s suspension of its pursuit of the PROJECT.

D. 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 VII, it shall notify the SUBRECIPIENT, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY’s taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the HOME FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

E. SUBRECIPIENT shall transfer to the COUNTY any HOME FUNDS on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

VIII. REMEDIES

B. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT, or any violation
of any statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent permitted by law, absent a specific appropriation or budget, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys fees and other costs of defense, resulting from such action or omission by SUBRECIPIENT.

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 paragraph A of this Section VIII, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The party owing the remedy for alleged violation shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.

C. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the alleged breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as the party entitled to the remedy is indemnified.

D. If either party has lost or been prevented from receiving any Federal funds, other than the HOME FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the alleged breaching party shall repay, upon demand by the other party, such amount of HOME FUNDS allegedly due, as a result of the alleged breach, and the alleged breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

IX. TIMELINESS

A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the target dates listed in the Progress Schedule below. Any target that the SUBRECIPIENT does not achieve within two months of the date listed will result in the SUBRECIPIENT submitting a revised implementation schedule for approval by Community Development Commission Staff. Failure to achieve these deadlines may result in the loss or reduction of HOME FUNDS.

<table>
<thead>
<tr>
<th>Progress Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% of Funds expended</td>
<td>February 28, 2019</td>
</tr>
<tr>
<td>100% of Funds expended</td>
<td>August 31, 2019</td>
</tr>
</tbody>
</table>

B. SUBRECIPIENT shall complete the PROJECT by August 31, 2019. However, in the event of any alterations, additions or of circumstances beyond the control of SUBRECIPIENT, which in the opinion of the Director of Community Services ("Director") will require additional time for completion of the PROJECT, then the time of completion may be extended by the Director by a period of time not to exceed six (6) months.
C. After a period of twelve (12) months from the effective date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

D. If SUBRECIPIENT is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT by August 31, 2019, it shall immediately give written notice to the Director of Community Services (“Director”) and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. Upon review and approval of the Director, the time for completion may be extended by the Director for a maximum of six (6) months. Subsequently, if SUBRECIPIENT is delayed in the completion of the PROJECT beyond this initial extension, it shall immediately give written notice to the DuPage Home Advisory Group, Community Development Commission and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission shall promptly consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall act upon the extension request and recommendation, and notify the SUBRECIPIENT of the time extension granted or of its denial of such request, and its intention to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBRECIPIENT if the COUNTY grants an extension.

E. This AGREEMENT shall terminate in accordance with Paragraph X.F. The HOME regulations require the following although it is not anticipated that either of the stated situations will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT of recaptured by SUBRECIPIENT must be remitted to COUNTY.

X. MISCELLANEOUS PROVISIONS

A. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State’s Attorney’s Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

B. AMENDMENTS. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be
effective unless and until such changes are executed, in writing, by the authorized officers of each party.

C. 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.

D. ASSIGNMENT. SUBRECIPIENT shall not assign this AGREEMENT or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS or claims due or to become due hereunder, without the prior written approval of the COUNTY.

E. ATTORNEY’S OPINION. If requested, SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State’s Attorney’s Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT, and that SUBRECIPIENT is in compliance with applicable local, state and Federal statues, rules and regulations for the purpose of complying with this AGREEMENT.

F. AGREEMENT DURATION. This AGREEMENT will remain in effect for the later of the period of affordability required by Federal regulation under the ACT or as long as HOME FUNDS loaned pursuant to this AGREEMENT, the accompanying Installment Note and Mortgage remain unpaid.

G. NO PARTNERSHIP. Nothing contained in this AGREEMENT, the PROJECT application, mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture or partnership relationship between the COUNTY and SUBRECIPIENT; the relationship between COUNTY and SUBRECIPIENT is solely that of creditor and debtor, lender and borrower, and mortgagor and mortgagee, as the case may be.
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated
to be effective on the date first written above.

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

BY: Daniel J. Cronin, Chairman
    DuPage County Board

DATE: 

ATTEST: Paul Hinds, County Clerk

SUBRECIPIENT: DUPAGE HOMEOWNERSHIP CENTER, INC. dba
                HOME DUPAGE, INC., a Not-for-profit Corporation in
                the State of Illinois
                1600 E. Roosevelt Road

ADDRESS: Wheaton, IL  60187

BY: Anne O’Dell,
    Executive Director

DATE: 

ATTEST: 

12.A.c
ASSURANCES AND OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME FUNDS in accordance with the ACTS and DuPage Community Development Commission policies. SUBRECIPIENT states it possesses legal authority to make a grant submission to the County and to execute an agreement to undertake a community development and/or housing program; and that 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 SUBRECIPIENT to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBRECIPIENT to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.

Also, the SUBRECIPIENT certifies with respect to the grant that:

A. The project will be conducted and administered in compliance with applicable federal civil rights and fair housing law, including, but not limited to:


2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 82 Stat. 73, 45 U.S.C. §3601 et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.


4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.


B. Section 109 of the Housing and Community Development Act of 1974, as amended, ("ACT") 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.

C. The SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including the conducting of employee interviews of the contractor and/or subcontractors at the job site. HOME regulations contain an exemption for projects containing few than twelve (12) units. This project is for homebuyer assistance and is exempt.
D. COUNTY is responsible for the preparation of an environmental review for the PROJECT and enforcement of environmental standards. COUNTY and SUBRECIPIENT agree and acknowledge that this AGREEMENT does not constitute a commitment of funds or site approval for a particular PROPERTY, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. SUBRECIPIENT shall supply all information requested by COUNTY to complete such review, 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 a PROPERTY 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.

E. No property located in a floodplain and/or subject to the National Flood Insurance Program may be acquired as part of this PROJECT.

F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42. No person(s) shall be displaced as part of this PROJECT.

G. SUBRECIPIENT must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in Exhibit "B" attached hereto and made a part hereof. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1973 by making efforts to offer training and employment opportunities to low and very low income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT, and by making efforts to award contracts to Section 3 Business Concerns when contracting for the rehabilitation work involved in the PROJECT.

H. SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §4851-4856) and implementing regulations at 24 CFR Part 35; subparts A and K of this part apply to this PROJECT.

I. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. It is not anticipated that SUBRECIPIENT will be engaging contractors or subcontractors in performance of this project.

J. SUBRECIPIENT shall comply with administrative and procurement requirements in accordance with the 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”), including the conflict of interest provisions.

K. In accordance with 24 CFR 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction or subrecipient which is receiving HOME funds may obtain a financial interest in or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This applies to any person who is an employee,
agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

L. The Architectural Barriers Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973 shall be followed, to the extent applicable to the PROJECT.

M. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

N. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(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 SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
(a) The dangers of drug abuse in the workplace;
(b) The SUBRECIPIENT’s policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will?

(a) Abide by the terms of the statement; and
(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(5) Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;

(6) Taking one of the following actions, within 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;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
County of DuPage

The undersigned understands and agrees that it is a SUBRECIPIENT of the HOME Investment Partnerships Act 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.

The SUBRECIPIENT further agrees to the following:

(1) It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant 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 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.

i. In the event that SUBRECIPIENT fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBRECIPIENT until satisfactory assurance of future
compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

<table>
<thead>
<tr>
<th>NAME OF SUBRECIPIENT:</th>
<th>DU PAGE HOMEOWNERSHIP CENTER, INC., dba HOME DUPAGE, INC., a Not-for-profit Corporation in the State of Illinois</th>
</tr>
</thead>
</table>
| ADDRESS:              | 1600 E. Roosevelt Road  
Wheaton, IL  60187 |
| BY:                   | Anne O’Dell,  
Executive Director |
| DATE:                 |                                                                                                      |
| ATTEST:               |                                                                                                      |
EXHIBIT C

DEFERRED FORGIVABLE PAYMENT NOTE

($__________)                              Wheaton, IL                   __________________ (date)

THIS LOAN IS PAYABLE IN FULL IF YOU MOVE OUT OF THE PROPERTY WITHOUT SELLING IT WITHIN THE FIRST FIVE YEARS YOU OWN THIS PROPERTY. IF YOU SELL THE PROPERTY WITHIN THE FIRST FIVE YEARS YOU OWN THIS PROPERTY, THE PRO RATA SHARE OF THE LOAN OWED AT THE TIME OF SALE (VOLUNTARY OR INVOLUNTARY) IS DUE, BASED ON AVAILABILITY OF NET PROCEEDS FROM THE SALE.

Property Address:  _________________________

1. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S (Amount in Words) AND NO/100 DOLLARS ($________.00), (this amount is called "principal"). The Lender is County of DuPage through its Community Development Commission. The Borrower shall comply with the terms of this Deferred Payment Note for a term of five (5) years (“Affordability Period”).

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. TERMS, Deferred
I understand that I am not required to make regular monthly payment of principal or interest on this loan. If I am not in default and so long as I continue to occupy this property as my primary residence, the loan shall be forgiven 1/5th on each anniversary date of the execution of this Deferred Payment Note for each year during the 5-year Affordability Period. If the property is sold or transferred (either voluntarily or involuntarily) during the 5-year Affordability Period, the unforgiven pro rata share of principal is due on sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as my primary residence during the 5-year Affordability Period and I move out of the property without selling it, the entire original principal amount of this Note is due within 30 days of such change of use and any pro rata principal forgiveness will be rescinded. Borrower must notify Lender of any change in residence immediately. The terms described by this Section 2 are the terms I will pay both before and after any default described in Section 6 of this Note.

Borrower shall not sell, transfer, convey, encumber, or assign the title or its interest to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such sale, transfer, conveyance, encumbrance, assignment or agreement to do any of the foregoing being herein referred to as an “Ownership Transfer”) without Mortgagee’s prior written consent. A transfer is defined as adding a grantee to a recorded deed or placing a property into a trust via a recorded deed.

3. PAYMENTS
All payments under this Note shall be sent to the County of DuPage, DuPage Community Development Commission, Attn: Project HM15-01, 421 North County Farm Road, Wheaton, Illinois 60187 or to such
other place required by Lender.

4. **BORROWER'S RIGHT TO PREPAY**
   
   I have the right to make payments of principal at any time before it is due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

   I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date unless the Note Holder agrees in writing to those changes.

5. **REFINANCING SUPERIOR LOANS**
   
   I have made a note payable to _________________, IN THE AMOUNT OF $________________ DATED AS ABOVE, which is secured by a lien superior to the mortgage securing this Note ("Superior Lien"). In the event I wish to refinance the Superior Lien, I must receive approval from the Lender, in advance and in writing.

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**
   
   If I violate the provisions of this Note or a Covenant, Condition or Provision of the Mortgage securing this Note, I shall be in default under this Note. I promise to make full payment of unforgiven principal under this Note immediately upon Note Holder's demand if Note Holder declares me in default under the terms of this Note or the Mortgage securing this Note, except that if I vacate the property without selling it, then any prior forgiveness of principal shall be immediately rescinded and the full principal amount of the Note shall become immediately due and payable to the Note Holder.

   **A. Notice of Default**
   
   If I am in default, the Note Holder may, but is not required to, send me a written notice telling me that if I do not cure my default by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid.

   **B. No Waiver By Note Holder**
   
   Even if the Note Holder does not require me to pay immediately in full as described above, at a time when I am in default, the Note Holder will still have the right to do so if I am in default at a later time.

   **C. Payment of Note Holder's Costs and Expenses**
   
   If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. **GIVING OF NOTICES**
   
   Unless applicable law requires a different method, any notice given to me under this Note will be given by delivering it or by mailing it by prepaid first class mail to me at the Property Address above.

   Any notice that must be given to the Note Holder under this Note will be given by mailing it by prepaid first class mail to the Note Holder at the address stated in Section 3 above or at a different address if I am
given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE
If more than one person signs this Note, each of us are fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay the entire amount owed under this Note.

9. WAIVERS
I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. SECURED NOTE
In addition to the protections given to the Note Holder under this Note, a Mortgage, referenced above, dated the same date as this Note, secures the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Please print or type name(s) below:

________________________  ______________________

Please sign name below:

X ___________________________  X ___________________________  (Seal)

Project No. HM17-03 – (address of property)
EXHIBIT D

This Mortgage was prepared
by DuPage County State’s Attorney’s Office
After recording return to Julie Hamlin
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

PIN: _________________

FORGIVABLE JUNIOR MORTGAGE
(ILLINOIS)

THIS FORGIVABLE JUNIOR MORTGAGE (“Mortgage”), made (date), between
___________ (single, divorced not since married, husband and wife), herein referred to as
"Borrower," and COUNTY OF DU PAGE THROUGH ITS COMMUNITY DEVELOPMENT
COMMISSION, 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS, herein referred to as
"Lender," witnesseth:

THAT WHEREAS the Borrower is justly indebted to the Lender upon the deferred forgivable
payment note of even date herewith, in the principal sum of (AMOUNT IN WORDS) AND NO/100
DOLLARS ($__________), payable to the order of and delivered to the Lender, in and by which note
the Borrower promises to pay the said principal sum, with a final payment of the balance due when the
property is sold or title is transferred, or the property ceases to be the primary domicile of the Borrower,
and all of said principal is made payable at such place as the holders of the note may, from time to time, in
writing appoint, and in absence of such appointment, then at the office of the Lender at 421 NORTH
COUNTY FARM ROAD, WHEATON, ILLINOIS 60187. The Borrower shall comply with the terms of
the Deferred Forgivable Payment Note (the “Note”) for a term of five (5) years (“Affordability Period”)
beginning on the date of the Deferred Forgivable Payment Note secured by this Mortgage. If Borrower
continues to occupy the premises, the loan shall be forgiven 1/5th on each anniversary date of the execution
of the Forgivable Mortgage for each year during the 5-year Affordability Period. If Borrower no longer
maintains the property as their principal residence at any time within the Affordability Period, the entire
original principal amount of the Note shall be due to Lender within thirty (30) days of such event and the
pro rata principal forgiveness will be rescinded. If the property is sold or transferred (either voluntarily or
involuntarily) during the 5-year Affordability Period, the unforgiven pro rata share of principal is due on
sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus
superior loan repayment (other than HOME funds) and any closing costs.

NOW, THEREFORE, the Borrower, to secure the payment of the said principal sum of money in
accordance with the terms, provisions and limitations of this mortgage, and the performance of the
covenants and agreements herein contained, by the Borrower to be performed, and also in consideration of
the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents
CONVEY AND WARRANT unto the Lender, and the Lender's successors and assigns, the following
described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the
CITY/VILLAGE OF _________, COUNTY OF DU PAGE AND STATE OF ILLINOIS, to wit:
Which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): ____________________________

Address(es) of Real Estate: ________________________________________

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Borrower or his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Lender, and the Lender's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Borrowers do hereby expressly release and waive.

The names of the record owner(s) are: ____________________________

This mortgage consists of (5) five pages. The covenants, conditions and provisions appearing on pages (3) three through (5) five are incorporated herein by reference and are a part hereof and shall be binding on Borrower, their heirs, successors and assigns.

IN WITNESS WHEREOF, the BORROWER, has caused their signature and seal to be hereto affixed and these presents to be signed by them on the day and year first written.

Please print or type name(s) below:

__________________   _____________________

Please sign name below:

_______________________  _______________________    (Seal)
STATE OF ILLINOIS )
COUNTY OF DU PAGE ) SS

I, _____________________________, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that __________________________, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this ____ day of __________________________, 201_.

_____________________________
Notary Public

Mail this instrument to Julie Hamlin, Project HM17-03, DuPage Community Development Commission, 421 N. County Farm Road, Wheaton, IL 60187

SUBJECT TO PRIOR MORTGAGE FROM __________________________, IN THE AMOUNT OF $____________________ DATED AS ABOVE.
THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. Borrower shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair in accordance with the CITY/VILLAGE OF ______________ building codes without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Lender; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Borrower shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Lender duplicate receipts therefore. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment that Borrower may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Borrowers, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefore; provided, however, that if in the opinion of counsel for the Lender (a) it might be unlawful to require Borrowers to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Lender may elect, by notice in writing given to the Borrowers, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to pay such tax in the manner required by any such law. The Borrower further covenants to hold harmless and agrees to indemnify the Lender, and the Lender's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Borrower is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Borrower shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Borrower shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Lender, under insurance policies payable, in case of loss or damage, to Lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies,
to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Lender may, but need not, make any payment or perform any act hereinbefore required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Lender to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. Inaction of Lender shall never be considered as a waiver of any right accruing to the Lender on account of any default hereunder on the part of the Borrower.

8. The Lender making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Borrower shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Lender and without notice to Borrower, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Borrower herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. In the event of a foreclosure of a prior mortgage or mortgages, or transfer in lieu of foreclosure, the BORROWER agrees that the net proceeds, if any, of a foreclosure sale (after payment of the prior mortgage or mortgages) or transfer in lieu of foreclosure shall be paid to the LENDER in payment and
satisfaction of the amount loaned herein.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Lender may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by a decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Lender shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Borrower shall periodically deposit with the Lender such sums as the Lender may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Lender, notwithstanding such extension, variation or release.

17. Lender shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Lender for the execution of such release.

18. This Mortgage and all provision hereof, shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Mortgage. The word "Lender" when used herein shall include the successors and assigns of the Lender named herein and the holder or holders, from time to time, of the note secured hereby.

19. If all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in Borrower is sold or transferred and borrower is not a natural person), the unforgiven principal is due on
sale or transfer. If all or any part of the premises or any interest in it is sold or transferred by the Borrower, a natural person, either voluntarily or involuntarily during the 5-year Affordability Period, the unforgiven pro rata share of principal is due on sale or transfer, from the net sale proceeds. A transfer is defined as adding or removing a grantee to a recorded Deed or placing a property into a Trust via a recorded Deed. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as Borrower's primary residence at any time within the Affordability Period without a sale or transfer of title, the entire original principal amount is due within 30 days of such change of use. Borrower must notify Lender of any change in residence immediately. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this mortgage.

20. Borrower shall maintain his permanent residence and domicile on the premises at all times.

21. Notwithstanding any foregoing provision to the contrary, if the recapture of funds required under this Mortgage is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the sums due Lender, the Lender will only recapture the net proceeds, if any. The net proceeds shall be defined as the sales price minus superior loan repayment and the seller’s usual and any closing costs.

SUBJECT TO PRIOR MORTGAGE FROM ________________, IN THE AMOUNT OF $______________, DATED AS ABOVE.
EXHIBIT E

Project Budget

<table>
<thead>
<tr>
<th>Homebuyer Assistance (CDBG/HOME/HDF)</th>
<th>Total Cost (2017 Project Application)</th>
<th>County Funding – Total Amount Requested 2017 Application</th>
<th>County Funding - 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Equity</td>
<td>$78,300</td>
<td>0</td>
<td>$107,514 HOME funds</td>
</tr>
<tr>
<td>Down payment assistance for homebuyers</td>
<td>$89,994</td>
<td>$89,994</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage financing for homebuyers</td>
<td>$1,379,706</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other: Project Delivery Costs</td>
<td>$17,520</td>
<td>$17,520</td>
<td>Project Delivery costs are included in the $107,514 funding</td>
</tr>
<tr>
<td>Other: CDBG Closing Costs Grants funded outside this Agreement</td>
<td>$18,000</td>
<td>$18,000</td>
<td>$18,000 CDBG funds</td>
</tr>
<tr>
<td><strong>Total Cost and Total County Funding Per This Agreement</strong></td>
<td><strong>$1,583,520</strong></td>
<td><strong>$125,514</strong></td>
<td><strong>$125,514</strong></td>
</tr>
</tbody>
</table>
1. **Background and Applicability.** Underwriting guidelines for homebuyer programs through the DuPage Homeownership Center were originally adopted on May 25, 2004. On September 4, 2012, the HOME Advisory Group adopted an additional underwriting standard that stated: The amount of assistance made available from HOME will be based on ratios currently in effect under FHA and the secondary mortgage market, but subsidy will not be given that allows a homebuyer to have a total housing expenses to income ratio less than 28%. This document shall supersede the underwriting guidelines of May 25, 2004 and September 4, 2012, and shall be the underwriting standards that apply to homebuyer programs funded by DuPage County, as outlined below.

2. **Housing Type and Ownership.** Housing that is for acquisition by a family must be single family housing held in fee simple title. The land may be owned in fee simple or the homeowner may have a 99-year ground lease. For manufactured housing, the ground lease must be for a period at least equal to the applicable period of compliance/affordability set forth in Paragraph 6 below. “Single family housing” means a one-to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot. Single family rehabilitation refers to the type of ownership of the housing unit, not the design of the housing unit. A manufactured home dwelling unit may not have wheels, must be affixed to the ground, and may not be licensed as a vehicle under Illinois law. Tenant occupied single family housing will not be assisted with HOME Investment Partnerships Program (HOME) funding for acquisition through the Homestead Program.

3. **Housing Value.** The housing must be modest as follows:

   - Acquisition of newly constructed housing or pre-existing housing: The housing purchase price may not exceed 95 percent of the median purchase price for the type of housing for the area as determined and published by the U.S. Department of Housing and Urban Development (HUD) from time to time. DuPage County also reserves the right to determine the 95 percent limit following HUD approved methodology, with such newly determined limit to be approved by HUD.

   - Acquisition with Rehabilitation: The housing has an estimated after rehabilitation value not to exceed 95 percent of the median purchase price for the area as determined and published by HUD from time to time, calculated in accordance with the DuPage County Underwriting Standards for Rehabilitation Programs in effect at the time of acquisition. DuPage County also reserves the right to determine the 95 percent limit following HUD approved methodology, with such newly determined limit to be approved by HUD.
4. **Location of Real Property.** With Community Development Block Grant (CDBG) funds, DuPage County may undertake homebuyer activities within the boundaries of DuPage County’s CDBG jurisdiction. As of April, 2013, this includes property within DuPage County or the Will County portion of the Village of Woodridge, but excludes property located in the municipalities of Aurora, Bolingbrook, Elk Grove Village, Naperville, or Schaumburg. However, this CDBG jurisdiction may change during HUD’s urban county requalification process, which occurs every three years. With HOME Investment Partnerships Program (HOME) funds, DuPage County may undertake homebuyer activities within the boundaries of the DuPage County Consortium area. As of April, 2013, this includes property anywhere in DuPage County and portions of Naperville that are outside of DuPage County, but excludes property located in the City of Aurora and Village of Bolingbrook. However, this Consortium area may change during HUD’s urban county requalification process, which occurs every three years.

5. **Income Qualification of Household.** The housing must be acquired by a homebuyer whose family qualifies as a low-income family. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. Low income households are defined as those with incomes that do not exceed 80% of median family income (MFI) for the Chicago metropolitan area as determined by the Department of Housing and Urban Development. Some programs subject to these underwriting standards may have more restrictive income requirements but will not have a less restrictive requirement. To calculate household income, DuPage County will use the guidelines set forth in *Technical Guide for Determining Income and Allowances for the HOME Program*, as published by HUD. The methodology used in determining income will be stated in the Agreement for each program or project.

6. **Occupancy.** The housing must be the principal residence of the family throughout the following periods of compliance/affordability:

- Housing for a homebuyer activity assisted with CDBG funds: five years.
- Housing for a homebuyer activity assisted with HOME funds: Under $15,000 – 5 years; $15,000 to $40,000 – 10 years; over $40,000 – 15 years.

In the event that resale or recapture is triggered, dependent upon the type of project, DuPage County will require either that the housing be re-sold to an income qualified household or that the assistance given to the homebuyer (or a pro-rated portion thereof) be recaptured. A determination of whether to use “re-sale” or “recapture” for each particular program or project will be approved by the HOME Advisory Group and will be carried out by the placing of deed restrictions, mortgages and/or recapture agreements. Further information regarding resale and recapture can be found within the DuPage County Resale Recapture Guidelines for HOME Investment Partnerships Program – Homeownership Activities Policy.

7. **Counseling.** All homebuyers must receive counseling.

8. **Financial Underwriting of Homebuyer.**

DuPage County hereby restates its policy that the amount of assistance made available from HOME will be based on ratios currently in effect under FHA and the secondary mortgage market, but subsidy will not be given that allows a homebuyer to have a total housing expenses to income ratio less than 28%. The total housing expenses to income ratio may be determined by the senior lender’s Uniform Underwriting
and Transmittal Summary (UUTS) or the DuPage County Community Development Commission’s (CDC) financial underwriting.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Homestead Program</th>
<th>DuPage Habitat Programs</th>
<th>Rehab/Resale Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Debt and Overall Debt</td>
<td>DuPage Homeownership Center (DHOC) publishes program parameters, based on the</td>
<td>DuPage Habitat for Humanity (Habitat) has written program guidelines to ensure that the</td>
<td>Will utilize the ratios of the Homestead program and the above stated ratio policy.</td>
</tr>
<tr>
<td></td>
<td>requirements of FHA and the secondary mortgage market. Such parameters will be</td>
<td>housing is affordable to the homebuyer. These guidelines will be written into any project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>incorporated by reference into the subrecipient program agreement for the Homestead</td>
<td>agreement.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>program and they must conform to the above state ratio policy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriateness of</td>
<td>In accordance with above stated ratio policy, subsidy will not be given that allows</td>
<td>DuPage Habitat for Humanity (Habitat) has written program guidelines to ensure that the</td>
<td>In accordance with above stated ratio policy, subsidy will not be given that allows a</td>
</tr>
<tr>
<td>Amount of Assistance</td>
<td>a homebuyer to have a total housing expenses to income ratio less than 28%.</td>
<td>housing is affordable to the homebuyer but also ensuring that the homebuyer is not being</td>
<td>homebuyer to have a total housing expenses to income ratio less than 28%.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>oversubsidized. These guidelines will be written into any project agreement.</td>
<td></td>
</tr>
<tr>
<td>Monthly Expenses of Family</td>
<td>Cannot exceed 41% of income. The monthly expenses of the family may be determined by</td>
<td>DuPage Habitat for Humanity (Habitat) has written program guidelines to ensure that the</td>
<td>Cannot exceed 41% of income. Housing ratio cannot exceed 35% (or go lower than 28% per</td>
</tr>
<tr>
<td></td>
<td>the senior lender’s UUTS or the CDC’s financial underwriting. Housing ratio cannot</td>
<td>housing is affordable to the homebuyer but also ensuring that the homebuyer is not being</td>
<td>above policy). Budgeting is part of the homeownership counseling process.</td>
</tr>
<tr>
<td></td>
<td>exceed 35% (or go lower than 28% per above policy). The Housing ratio may be</td>
<td>oversubsidized. These guidelines will be written into any project agreement. Budgeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>determined by the senior lender’s UUTS or the CDC’s financial underwriting.</td>
<td>is part of the homeownership counseling process.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budgeting is part of the homeownership counseling process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assets Available for the</td>
<td>A 5% down payment is required. Homebuyer must have at least 1% or $1,000, whichever</td>
<td>In accordance with Habitat policies.</td>
<td>Homebuyer’s liquid assets after closing may not exceed $25,000. Homebuyer may use any</td>
</tr>
<tr>
<td>Acquisition</td>
<td>is greater, of their own funds invested in the transaction. Borrowers’ liquid assets</td>
<td></td>
<td>combination of primary mortgage financing, personal funds, and/or gift funds to acquire</td>
</tr>
<tr>
<td></td>
<td>after closing may not exceed $25,000. Gift limit of $10,000.</td>
<td></td>
<td>the housing, but must require DuPage County assistance of at least $1,000 or they may</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>not purchase the housing.</td>
</tr>
<tr>
<td>Criteria</td>
<td>Homestead Program</td>
<td>DuPage Habitat Programs</td>
<td>Rehab/Resale Programs</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------</td>
<td>-------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Financial Resources to Sustain Homeownership</td>
<td>Borrowers must have one month PITI in reserve at closing. Borrower may also need additional reserves if required by primary lender. If a Homestead homebuyer experiences financial difficulties, DHOC offers post-purchase counseling and a short-term, 0% emergency loan program (subject to funding availability).</td>
<td>In accordance with Habitat policies.</td>
<td>Homebuyer must document income sufficient to meet the 35/41 ratio requirements.</td>
</tr>
<tr>
<td>Responsible Lending</td>
<td>Must choose a 30-year fixed-rate FHA or conventional mortgage. The interest rate (with no points) cannot be more than two percentage points above the 30-year fixed rate for the Illinois Housing Development Authority’s first-time homebuyer program. (DHOC maintains a list of lenders that will participate in the Homestead program.)</td>
<td>In accordance with Habitat policies; Habitat originates and servives its own 0% interest loans.</td>
<td>If utilizing other mortgage financing, must choose a fixed rate FHA or conventional mortgage. If the lender is not on the list of lenders for the Homestead program, DuPage County staff will review the terms of the loan to ensure the loan is fixed rate, at an interest rate comparable to interest rates being offered by Homestead program lenders, is not charging points, and is not charging fees that are not usual or customary. Staff may ask homebuyer counseling agency to assist with this review, if necessary.</td>
</tr>
</tbody>
</table>

9. **Subordination of DuPage County Mortgages due to Refinancing of Primary Loans.** DuPage County has a Subordination Policy, last updated July 27, 2016. Its provisions are summarized as follows: Should the mortgagor under a DuPage County mortgage desire to refinance a mortgage which is superior to the DuPage County mortgage, DuPage County will subordinate its mortgage, as follows: homeowner may not take any equity out of the real estate; homeowner may roll into the new first mortgage only reasonable and customary closing costs associated with the refinancing (this does NOT include points paid to buy down the interest rate); the new first mortgage principal balance cannot exceed the original first mortgage principal with the exception of the new first mortgage principal balance including reasonable and customary closing costs which cause the new first mortgage principal balance to exceed the original first mortgage principal; the new first mortgage must be a fixed rate loan (15 year permissible on a case by case basis, dependent on capacity to make payments); balloon mortgages are not permissible; if the prior mortgage required escrowing of taxes and insurance, the new mortgage shall also have this requirement.

10. **Appeal.** Should any loan or subordination be denied under the foregoing underwriting criteria, an appeal may be made only to the appropriate DuPage County Board committee having jurisdiction over the grant funds employed to make the loan. An Applicant may request a review of eligibility by the Administrator of Community Development. Policy appeals may be made by
calling the CDC and asking to be put on the agenda for the next appropriate committee meeting. Applicant must also submit a letter to the CDC at least 10 days prior to the committee meeting which outlines the request for appeal and basis for the request. If the appeals letter is not received by the CDC at least ten days prior to the committee meeting, the appeal will be delayed until the next meeting of the appropriate committee. Notwithstanding the foregoing, appeals may not be made over items that are regulatory, such as: location of property, value of property, income qualification of household, requirement for counseling, occupancy requirement, and financial underwriting of homebuyer.
Exhibit G

DuPage County Community Development Commission
Property Standards Policy

May, 2002
Updated: January, 2009
Updated: August 6, 2013
Updated: March 1, 2016
Updated: May 2, 2017

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. 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].

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 Partnership 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 beginning on the next page. 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.
INTERGOVERNMENTAL AGREEMENT BETWEEN DU PAGE COUNTY AND PACE SUBURBAN BUS SERVICES FOR PARA-TRANSIT SERVICES TO VETERANS
(CONTRACT TOTAL AMOUNT: $45,561.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Pace Suburban Bus Company, to provide County sponsored transportation services through RIDE DUPAGE, approved through DuPage County Human Services and the Veterans Assistance Commission, for the period October 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide transportation service for approved DuPage County Veterans for the period October 1, 2018 through September 30, 2019 through RIDE DUPAGE for DuPage County Human Services and the Veterans Assistance Commission, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to PACE Suburban Bus Company, 550 West Algonquin Road, Arlington Heights, Illinois 60005 for a contract total of $45,561.00, per Intergovernmental Agreement.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
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<th>CONTRACT TOTAL AMOUNT</th>
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<td>HEALTH &amp; HUMAN SERVICES</td>
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REQUESTING DEPT.

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Intergovernmental Agreement

Karen Graczyk  Completed  08/24/2018 8:28 AM
Steven Fixler  Completed  08/24/2018 8:52 AM
Mary Keating  Completed  08/24/2018 8:58 AM
Kathy Ostrowski  Completed  08/24/2018 9:45 AM
James McGuire  Completed  08/28/2018 3:39 PM
Paul Rafac  Completed  08/29/2018 3:15 PM
Tom Cuculich  Completed  08/29/2018 3:30 PM
Kathy Ostrowski  Completed  08/30/2018 10:57 AM
Health & Human Services  Completed  09/04/2018 10:15 AM
Finance Committee  Pending  09/11/2018 8:00 AM
County Board  Completed  09/11/2018 10:00 AM
# Purchase Requisition
### Procurement Services Division

**Date:** Aug 22, 2018  
**MinuteTraq (IQM2) ID #:** 13354  
**Department Req #:**  
**RFP, Bid or Quote #:**  
**Send Purchase Order To:**  
Vendor: PACE Suburban Bus Company  
Vendor #: 11831  
Attn:  
Email:  
Address: 550 W. Algonquin Rd.  
City: Arlington Heights  
State: IL  
Zip: 60006-4412  
Phone: 847-364-8130  
**Send Invoices To:**  
Vendor:  
Vendor #: 11831  
Attn:  
Email:  
Address: 421 County Farm Rd.  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5655  
Fax: 630-407-5656  
**Send Payments To:**  
Vendor:  
Vendor #: 11831  
Attn:  
Email:  
Address:  
City:  
State: IL  
Zip:  
Phone:  
Fax:  
**Send Payments To:**  
Vendor:  
Vendor #: 11831  
Attn:  
Email:  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone:  
Fax:  
**Payment Terms**  
F.O.B.  
PO 20 Delivery Date  
Requisitioner  
**PER 50 ILCS 505/1**  
Use for PO25 only  
**PO25 only**  
**Contract Administrator**  
**Contract Start Date**  
Oct 1, 2018  
**Contract End Date**  
Sep 30, 2019  
**Use for**  
**Special Instructions/Comments to Buyer or Approver**  
**User Department Internal Notes**  

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension 
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- 
1 | 1 | EA | PACE Bus Services | 19 | 1000 | 1600 | 53827 | | | 45,561.00 | 45,561  
2 | | EA | | | | | | | | |  
3 | | EA | | | | | | | | |  
4 | | EA | | | | | | | | |  
5 | | EA | | | | | | | | |  

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):  

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):  

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):  

---  
**Packet Pg. 441**
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: Aug 22, 2018
MinuteTraq (IQM2) ID #: 13354
Department Requisition #: __________

Requesting Department: Veterans Assistance Commission
Contact Email: steven.fixler@dupageco.org
Vendor Name: PACE Suburban Bus Company

Department Contact: Steven Fixler
Contact Phone: 630-407-5655
Vendor #: __________

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

Request that our FY’19 PACE contract for the Ride DuPage be approved for $45,561.00.

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

This contract with PACE will assist the Veterans of DuPage County with transportation to and from the Veteran’s house and either VA Hines Hospital or the VA Clinic in North Aurora or Hoffman Estates.

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

This is considered customer service.

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

It’s the only available option here in DuPage County.

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

There are no other options.

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.

These funds come out of Line Item #53827 which is part of our budget and the General Fund.
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VETERANS ASSISTANCE COMMISSION OF DUPAGE COUNTY AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PARATRANSIT LOCAL SHARE SERVICES

This AGREEMENT is entered into this _____ day of September, 2018, between the Veterans Assistance Commission of DuPage County, Illinois, (hereinafter referred to as “VAC”), with offices located at 421 North County Farm Road, Wheaton, Illinois, 60187 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation, with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as “PACE”).

RECITALS

WHEREAS, PACE, the Suburban Bus Division of the Regional Transportation Authority, is established by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04 and 3A.01) for the purpose of aiding and assisting public transportation in the six-county Northeastern Illinois area; and

WHEREAS, the VAC is a local governmental unit established under the Military Veterans Assistance Act (330 ILCS 45/0.01 et seq. (West 2005)) for the purposes of assisting and administering aid to military veterans in the County of DuPage; and

WHEREAS, the VAC and PACE are public agencies and local governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the VAC has requested that PACE provide paratransit service on behalf of its clients and/or constituents and/or Ride DuPage Program Sponsors.

NOW THEREFORE, the Parties hereby agree to the following:

1. SERVICE DESCRIPTION - PACE shall contract with a provider for the provision of transportation service described in the attached Exhibit A. Exhibit A is hereby incorporated and made a part of this Agreement.

2. REPORTING - PACE shall provide a monthly report to the VAC with the following information:
A. Number of one-way trips.

B. Total Vehicle service hours (attributable to provision of paratransit service as outlined in Exhibit A of this Agreement).

C. A billing for Local Share, determined as outlined in Section 4 of this Agreement, normal billing will be provided within 60 days of the last day of a given service month.

3. **LOCAL SHARE FUNDING** - The VAC agrees to reimburse PACE monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Total Expense of the project will be the actual service cost to PACE. The Total Expense of the project will be calculated adding the Hourly Based Service Cost plus the Per Trip Based Service Cost. The Hourly Based Service Cost and the Per Trip Based Service Cost will be calculated in the following manner:

   A. **For Hourly Based Service** - Hourly Based Service expense will be calculated by multiplying the number of vehicle service hours attributed to service delivered per this Agreement by the hourly rate charged to PACE by the Contractor.

   B. **For Per Trip Based Service** - The per-trip expense for service will be calculated on a trip by trip basis. The operating expense shall be the aggregate of rates and or fees charged to PACE by the Contractor to deliver service per this Agreement.

      3.1 The Local Share is the Total Expense less fare revenue.

      3.2 The VAC shall pay PACE within thirty (30) days of receiving the monthly bill.

      3.3 The Local Share for this agreement shall not exceed $45,561.00. It shall be the responsibility of the VAC to direct PACE to modify Exhibit A should service changes be necessary in order not to exceed the maximum Local Share.

4. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in this Agreement shall be submitted to PACE for its prior approval. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of the parties hereto.

5. **TERM** - This agreement will be in effect beginning October 1, 2018 and ending September 30, 2019, unless terminated pursuant to Paragraph 6 or at such time as PACE’s contract with the VAC ceases.
6. **TERMINATION** - This contract can be terminated immediately upon written notice by PACE, if: (1) sufficient funds have not been appropriated to cover the estimated requirements by PACE or by any other agency funding the service; (2) PACE develops alternative public transportation services which, as determined by PACE, will better meet the transportation needs of the public; or (3) the VAC fails to make payments as required by Section 4 of this Agreement.

   6.1 This contract can be terminated upon sixty (60) calendar days written notice by the VAC.

7. **FAILURE TO PERFORM** - PACE will not be responsible for any failure to provide service due to circumstances beyond the reasonable control of PACE. PACE shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed. Pace shall contact VAC, pursuant to paragraph X, within twenty-four (24) hours of any failure to provide service under this Agreement with notice of the failure and a reasonable estimate of when service will resume.

8. **INDEMNIFICATION** – PACE agrees to indemnify, hold harmless and defend the VAC and the County of DuPage and their affiliates, directors, officers, agents and employees in connection with the matters to which such indemnification relates against any losses, claims, suits, demands, damages, liabilities or costs to which the VAC may become subject arising out of its services pursuant to this Agreement, and that a court of competent jurisdiction determines to be the direct result of negligent acts or willful acts or gross negligence of the PACE. These provisions shall survive termination of this Agreement.

9. **GENERAL PROVISIONS**

   A. **Independent Contractor:** The status of PACE is that of an independent contractor and not of an agent or employee of the VAC and, as such, PACE shall not have the right or power to enter into any contract, agreements, or any other commitments on behalf of the VAC.

   B. **Assignment:** Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

   C. **Description Headings:** The section headings and numbers in this Agreement have been inserted for convenience only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

   D. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or
registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

If to PACE, addressed as follows:

PACE
Thomas J. Ross, Executive Director
550 West Algonquin Road
Arlington Heights, IL  60005

If to the VAC, addressed as follows:

Veterans Assistance Commission
Superintendent
421 N. County Farm Rd.
Wheaton, IL  60187

E. **Governing Law:** This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

F. **Attorney’s Fees:** In the event that either party shall maintain or commence any action or proceeding against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its reasonable attorney’s fees and court costs, if any, incurred in connection with such action or proceeding.

G. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred. The PACE and the VAC shall not be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, et seq.).

H. **Severability:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and unenforceable provision(s) shall be reformed to form an enforceable provision(s) consistent with intent of the parties as evidenced herein.
I. Applicable Standards: PACE agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

VETERANS ASSISTANCE COMMISSION OF DUPAGE COUNTY ILLINOIS ("VAC")

SIGNED: __________________________

NAME: Steven L. Fixler

TITLE: Superintendent

DATE: __________________________

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY ("PACE")

SIGNED: __________________________

NAME: Thomas J. Ross, Executive Director

TITLE: Executive Director

DATE: __________________________
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: PACE Suburban Bus</th>
<th>Vendor #: 1831</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Veterans Assistance Commission</td>
<td>Contract Term 10-1-18 - 9-30-19</td>
</tr>
<tr>
<td>Contract Total: $45,561.00</td>
<td></td>
</tr>
<tr>
<td>Contact: Steven Fixler</td>
<td>Phone: 630-407-5655</td>
</tr>
<tr>
<td>Assigned Committee: H&amp;HS</td>
<td></td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

Agreement for the purchase of transportation services under Ride DuPage.

### Reason for Procurement

Annual agreement for delivery of services.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): FY'19, 1000, 1600, 53827
- [ ] Budget Transfer (Date) 
- [ ] Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ___________________ (QUOTE <$25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ___________________ (attach Intergovernmental Agreement)
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 110/2 (Architects, Engineers and Land Surveyors)
- [x] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Preparer</th>
<th>Date</th>
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<tr>
<td>22 Aug 18</td>
<td>SCF.</td>
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<table>
<thead>
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<tbody>
<tr>
<td>22 Aug 18</td>
<td>SCF.</td>
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</table>

<table>
<thead>
<tr>
<th>IT Approval, if required</th>
<th>Date</th>
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### REVIEWED BY (Initials Only)

<table>
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<tr>
<th>Buyer</th>
<th>Date</th>
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<tbody>
<tr>
<td>8-23-18</td>
<td>GM</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
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<tbody>
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<table>
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<tr>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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</thead>
<tbody>
<tr>
<td>8-30-18</td>
<td></td>
</tr>
</tbody>
</table>
AWARDING RESOLUTION TO
KRONOS INCORPORATED FOR
SOFTWARE SUPPORT SERVICES FOR THE
KRONOS AUTOMATED TIME AND ATTENDANCE SYSTEM
(CONTRACT TOTAL AMOUNT: $28,187.44)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for issuance of a contract purchase order to Kronos Incorporated, for software support services for the Automated Time and Attendance System and Knowledge Pass (educational services subscription) for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for software support services for the Automated Time and Attendance System and Knowledge Pass (educational services subscription) for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Kronos Incorporated, 900 Chelmsford Street, Lowell, MA 01851, for a contract total amount of $28,187.44, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST
## REQUISITION
This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
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<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tr>
<td>August 21, 2018</td>
<td>$28,187.44</td>
<td>SEPTEMBER 28, 2018 - SEPTEMBER 27, 2019</td>
<td>DUPAGE CARE CENTER</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

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<th>Status</th>
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<tr>
<td>Janelle Chadwick</td>
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<td>08/23/2018 10:48 AM</td>
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<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/24/2018 10:14 AM</td>
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<tr>
<td>Wendi Wagner</td>
<td>Completed</td>
<td>08/24/2018 11:40 AM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/27/2018 4:42 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/28/2018 4:26 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
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<td>Health &amp; Human Services</td>
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<tr>
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<td>Pending</td>
<td>09/11/2018 8:00 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>09/11/2018 9:00 AM</td>
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<tr>
<td>County Board</td>
<td>Completed</td>
<td>09/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Shauna Berman</td>
<td>Phone: 630-784-4261</td>
<td>Assigned Health and Human Committee: Services</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Software support services for the Kronos automated time and attendance system and Knowledge Pas (educational services subscription) for the DuPage Care Center, for the period 09/28/18 through 09/27/19, per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under $35,000.00.

**Reason for Procurement**
Support Services for Kronos Automated Time and Attendance System for the DuPage Care Center

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 1200-2000-53807
- Budget Transfer (Date) ___________ Add'I Information ______

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________________ ☐ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ___________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

cdk Aug 21, 2018
Prepared By Date Recommended for Approval Date IT Approval, if required Date

**REVIEWED BY (Initials Only)**

Buyer 8/27/18 Procurement Officer 8-27-18
Date Date

Chief Financial Officer (Decision Memos Over $25,000) 8-28-18 Chairman’s Office (Decision Memos Over $25,000) Date

**Packet Pg. 451**
## Purchase Requisition

**Procurement Services Division**

### Date: Aug 21, 2018

**MinuteTraq (IQM2) ID #:** 13340

**Department Req #:** 7

**RFP, Bid or Quote #:**

---

### Send Purchase Order To:

- **Vendor:** Kronos, Inc.  
  **Vendor #:** 11850  
  **Dept:** DuPage Care Center  
  **Division:** Administration  
  **Attn:** Dionne Jones  
  **Email:** dionne.jones@kronos.com  
  **Address:** 297 Billerica Road  
  **City:** Chelmsford  
  **State:** MA  
  **Zip:** 01824  
  **Phone:** 713-802-6844  
  **Fax:** 713-802-6830

### Send Invoices To:

- **Vendor:** Kronos, Inc.  
  **Vendor #:** 11850  
  **Dept:** DuPage Care Center  
  **Division:** Administration  
  **Attn:** Shauna Berman  
  **Email:** shauna.berman@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4261  
  **Fax:**

### Send Payments To:

- **Vendor:** Kronos, Inc.  
  **Vendor #:** 11850  
  **Dept:** DuPage Care Center  
  **Division:** Administration  
  **Attn:** Dionne Jones  
  **Email:** dionne.jones@kronos.com  
  **Address:** 297 Billerica Road  
  **City:** Chelmsford  
  **State:** MA  
  **Zip:** 01824  
  **Phone:** 713-802-6844  
  **Fax:** 713-802-6830

### Send Invoices To:

- **Vendor:** Kronos, Inc.  
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  **Dept:** DuPage Care Center  
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  **Attn:** Shauna Berman  
  **Email:** shauna.berman@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4261  
  **Fax:**

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### LN  | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Software support services for the Kronos automated time and attendance system and Knowledge Pass (educational services subscription)</td>
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<td>2000</td>
<td>53807</td>
<td></td>
<td>28,187.44</td>
<td>28,187</td>
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</tr>
</tbody>
</table>

### Requisition Total: $28,187.44

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):  
Software support services for the Kronos automated time and attendance system and Knowledge Pass (educational services subscription) for the DuPage Care Center, for the period 09/28/18 through 09/27/19, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/telecom purchases under $35,000.00

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

- **09/04/18 Health and Human Services Committee**
- **09/11/18 County Board**
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: Kronos Incorporated</th>
<th>Company Contact: Jason Roy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 978-947-7756</td>
<td>Contact Email: <a href="mailto:JASON.ROY@KRONOS.COM">JASON.ROY@KRONOS.COM</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Roy</td>
<td>978-947-7756</td>
<td><a href="mailto:JASON.ROY@KRONOS.COM">JASON.ROY@KRONOS.COM</a></td>
</tr>
</tbody>
</table>

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name: John O'Brien
Title: Sr. Vice President, Global Sales
Date: Jan 18, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Support Services Quote

Quote Type: Renewal
Customer: DUPAGE COUNTY C/O CONVALESCENT CENTER
Solution ID: 6011284
Contract #: 1177669 R30-MAY-18
Date: 06-JUN-2018
Prepared by: Dionne Jones / US Central5

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number: 

Bill To: DUPAGE COUNTY C/O CONVALESCENT CENTER
        400 N COUNTY FARM RD
        WHEATON IL 60187
        UNITED STATES

Ship To: DUPAGE COUNTY C/O CONVALESCENT CENTER
        400 N COUNTY FARM RD
        WHEATON IL 60187
        UNITED STATES

Contact: CHRISTINE KLEIBHAN
Email: CHRISTINE.KLEIBHAN@DUPAGECO.ORG

---

CONTRACT SUMMARY


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<tr>
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<th>Subtotal</th>
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<td>2,418.00</td>
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<tr>
<td>Total</td>
<td>28,187.44</td>
<td>0.00</td>
<td>28,187.44</td>
</tr>
</tbody>
</table>

Annualized Contract Value: 28,376.48
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

---

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

---

DUPAGE COUNTY C/O CONVALESCENT CENTER

Signature: 
Name: 
Title: 
Date: 

KRONOS INCORPORATED

Signature: 
Name: 
Title: 
Date: 

Attachment: Kronos Inc. - Quote (HHS-P-0237-18 : Kronos, Inc.)
Request Date: 8/22/2018  
Account Code: 5000-1400

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the IACAA Weatherization Roundtable, which will address implementation questions and identify best practices for the additional grant funding being added to the program. WEX Grant funded.

**Destination:** Springfield, IL

**Date of Departure:** 9/12/2018  
**Date of Return Arrival:** 9/13/2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>0</td>
</tr>
<tr>
<td>Transportation</td>
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<tr>
<td>Lodging</td>
<td>$100.00</td>
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<tr>
<td>Rental Car</td>
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</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>$230.00</td>
</tr>
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<td>Meals: (Per Diems)</td>
<td>$60.00</td>
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<td><strong>Total:</strong></td>
<td>$390.00</td>
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</table>

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

---

DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: _________________________________  
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-855

Request Date: 8/23/2018  
Account Code: 5000-1400

Purpose of Trip: (explain fully the necessity of making the trip)
Attend a series of ten courses and exam to obtain the Weatherization Certification at the ICRT Center at the University of Illinois

Destination: Champaign, IL

Date of Departure: 9/10/2018*  
Date of Return Arrival: 1/25/2019
(Please include a detailed explanation if different from official business dates)
9/10/18-9/14/18; 9/24/18-9/28/18; 10/15/18-10/19/18; 10/22/18-10/26/18; 11/4/18-11/9/18; 11/26/18-11/30/18; 12/3/18-12/7/18; 12/17/18-12/21/18; 1/9/19-1/11/19; 1/21/19-1/25/19

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Registration</td>
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<td>Lodging</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-856

| Request Date: 8/24/2018 | Account Code: 5000-1400/17-401028 |

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the Weatherization Roundtable. This conference is made available by IACAA at no registration cost. WEX grant funded.

| Destination: Springfield, IL |

| Date of Departure: 9/12/2018 | Date of Return Arrival: 9/13/2018 |
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

| Registration: | 0 |
| Transportation: | 0 |
| Lodging: | $120.00 |
| Rental Car: | 0 |
| Miscellaneous Expenses (parking, mileage, etc.): | $200.00 |
| Reference Materials: | 0 |
| Meals: (Per Diems): | $64.50 |
| Total: | $384.50 |

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-857

<table>
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<tr>
<th>Request Date: 9/4/2018</th>
<th>Account Code: 1000-1750</th>
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Purpose of Trip: (explain fully the necessity of making the trip)

To Attend Elder Mediation Training at the University of Wisconsin. This training is necessary to assist Adult Protective Services with issues affecting the quality of life and the health of elders within DuPage County.

<table>
<thead>
<tr>
<th>Destination: Milwaukee, WI</th>
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</table>

<table>
<thead>
<tr>
<th>Date of Departure: 10/23/2018</th>
<th>Date of Return Arrival: 10/26/2018</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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<td>Lodging</td>
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<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
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<tr>
<td>Total</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-858

Request Date: 9/4/2018  Account Code: 1000-1750

Purpose of Trip: (explain fully the necessity of making the trip)

To Attend Elder Mediation Training at the University of Wisconsin. This training is necessary to assist Adult Protective Services with issues affecting the quality of life and the health of elders within DuPage County.

Destination: Milwaukee, WI

Date of Departure: 10/23/2018  Date of Return Arrival: 10/26/2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Registration</td>
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<td>Lodging</td>
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<td>Rental Car</td>
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<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
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Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Resolution
SM-R-0868-18

ACCEPTANCE OF THE SUGAR CREEK WATERSHED PLAN, PREPARED FOR INCLUSION IN THE LOWER SALT CREEK WATERSHED PLAN

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority through 55 ILCS 5/5-1062 to manage and mitigate the effects of urbanization on stormwater drainage by preparing a countywide plan for such stormwater runoff; and

WHEREAS, the COUNTY, pursuant to the above-cited statutory authority, has adopted the DuPage County Stormwater Management Plan ("Plan"), (OSM-001-89), which plans for effective stormwater management and flood control throughout DuPage County; and

WHEREAS, the Plan is intended to be supplemented from time to time with “watershed plans” prepared for each of the several watersheds located throughout DuPage County addressing the specific and unique concerns affecting each watershed; and

WHEREAS, the COUNTY has commissioned the development of the Sugar Creek Watershed Plan, which will serve as a supplement to the Plan; and

WHEREAS, the Sugar Creek Watershed Plan recommends various projects to be undertaken within the Sugar Creek Watershed to provide flood control benefits to areas of the Villages of Lombard, Villa Park, the City of Elmhurst and unincorporated DuPage County located within the Sugar Creek Watershed; and

WHEREAS, the Sugar Creek Watershed Plan recommends the following:

1. Culvert improvement at Westmore Road with approximately 4 acre-feet of compensatory storage;

2. Channel improvement between Westmore Road and the High Ridge Forest Preserve;

3. Excavation and regrading within the High Ridge Forest Preserve to create 18 acre-feet of additional storage;

4. Construction of 3,300 feet of 72-inch storm sewer to drain the Addison-Madison area to Jackson Pond;

5. Expansion of Jackson Pond and the excavation of a new storage basin on Villa Park property providing 42 acre-feet of additional storage;

6. Construction of a new 12-inch outlet sewer leading from Jackson Pond to Lufkin Pond;

7. Expansion of Lufkin Pond by 15.5 acre-feet;

8. Construction of an outlet structure for the Villa Park basin consisting of a restrictor, overflow weir and 30-inch outlet pipe leading to Sugar Creek;

9. Buyout of 1 residential structure and the floodproofing of 1 business and 3 residential structures;
Resolution
SM-R-0868-18

10. Construction of the Luther Avenue Relief Sewer Project; and

WHEREAS, the Stormwater Management Planning Committee presented the Sugar Creek Watershed Plan for a 30-day public review period between June 13, 2018 and July 12, 2018; and

WHEREAS, the Stormwater Management Planning Committee conducted a public information meeting, through the County’s Stormwater Management Department, at the Villa Park Village Hall on June 27, 2018; and

WHEREAS, the Stormwater Management Planning Committee, through the County’s Stormwater Management Department, reviewed all public comments received pertaining to that watershed plan and responded thereto in a prepared Comment Response Document; and

WHEREAS, copies of the Sugar Creek Watershed Plan and Comment Response Document have been and remain available for review on DuPage County’s official web site.

NOW, THEREFORE, BE IT RESOLVED, that the Sugar Creek Watershed Plan, prepared for inclusion in the Lower Salt Creek Watershed Plan, as reviewed and approved by the DuPage County Stormwater Management Committee, is hereby approved and adopted by the County Board as a supplement to the Plan.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ___________________________________
PAUL HINDS, COUNTY CLERK
Date: August 28, 2018

To: Stormwater Management Committee

From: Christopher C. Vonnahme, P.E., Chief Stormwater Engineer

Re: Final Approval of the Sugar Creek Watershed Plan

Action Requested: Staff is requesting Stormwater Management Committee approval of the Sugar Creek Watershed Plan

Attached for your review and approval is the Resolution for acceptance of the Sugar Creek Watershed Plan (Plan). The final version of the draft Plan can be found on the DuPage County website at https://www.dupageco.org/EDP/Stormwater_Management/57608/. The draft Plan was presented to the DuPage County Stormwater Management Committee on June 5, 2018. A 30-day public comment period for the Plan was held from June 13, 2018 to July 12, 2018, and a Comment Response Document has been submitted separately for your approval. The Comment Response Document addresses written comments regarding the Plan that were received during this time period.

Please recall that the recommended alternative from the Plan includes the following projects:

- Culvert improvement at Westmore Road with approximately 4 acre-feet of compensatory storage.
- Channel improvement between Westmore Road and the High Ridge Forest Preserve.
- Excavation and regrading within the High Ridge Forest Preserve to create 18 acre-feet of additional storage.
- Construction of 3,300 feet of 72-inch storm sewer to drain the Addison-Madison area to Jackson Pond.
- Expansion of Jackson Pond and the excavation of a new storage basin on Villa Park property providing 42 acre-feet of additional storage.
- Construction of a new 12-inch outlet sewer leading from Jackson Pond to Lufkin Pond.
- Expansion of Lufkin Pond by 15.5 acre-feet.
- Construction of an outlet structure for the Village basin consisting of a restrictor, overflow weir and 30-inch outlet pipe leading to Sugar Creek.
- Buyout of 1 residential structure and the floodproofing of 1 business and 3 residential structures.
- Construction of the Luther Avenue Relief Sewer Project
The public comments that we received did not require that additional alternatives be evaluated with the County’s hydraulic model. However, one of the figures representing the Lufkin Pond Expansion Project was modified due to the public comments received. The map was modified so that the expanded storage basin does not impact the parking lot structure at Lufkin Park. Staff is requesting Stormwater Management Committee approval of the Sugar Creek Watershed Plan.
Resolution
SM-R-0870-18

MODIFICATION ONE TO THE INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING FOR PROJECT CDBG-DR-15 - REDMOND RESERVOIR EXPANSION PROJECT - BETWEEN THE COUNTY OF DUPAGE AND DUPAGE STORMWATER DEPARTMENT

This Modification One to the Interdepartmental Memorandum of Understanding (MOD ONE) is entered into this 11th day of September 2018, by and between the DuPage County Stormwater Management Department and the DuPage Community Development Commission (collectively the “Parties”), for funding of the “Redmond Reservoir Expansion Project” (hereinafter referred to as “Project”).

WHEREAS, a Stormwater Master Plan and subsequent Drainage Study was performed by the Village of Bensenville;

WHEREAS, this project was identified as part of the recommended improvements in the studies; and

WHEREAS, DuPage County has received over $31,000,000 distributed by the Department of Housing and Urban Development (HUD) from the Community Development Block Grant Disaster Relief (CDBG-DR) for projects related to flooding that occurred in April 2013; and

WHEREAS, the Community Development Commission is responsible for the oversight and payment of CDBG-DR funds to support construction of the PROJECT; and

WHEREAS, the County previously approved the Interdepartmental Memorandum of Understanding between the PARTIES on April 10, 2018 as SM-R-0124-18 to provide funding in the amount of $2,452,982.80 for the PROJECT; and

WHEREAS, MOD ONE has been created to modify the existing Interdepartmental Memorandum of Understanding to provide additional CDBG-DR funds in the amount of $297,017.20 to support construction of the PROJECT; and

WHEREAS, the PARTIES wish to memorialize this funding agreement; and

WHEREAS, the attached MOD ONE has been prepared to serve as the basis for interdepartmental cooperation, with regard to the funding responsibilities of the PARTIES for the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached MOD ONE is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the MOD ONE on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached MOD ONE to Anthony Hayman, State’s Attorney’s Office, DuPage County Community Development and DuPage County Stormwater Management.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD
Resolution

SM-R-0870-18

Attest: __________________________

PAUL HINDS, COUNTY CLERK
MEMORANDUM

Date: August 3, 2018

To: Stormwater Management Committee

From: Jamie C. Lock, P.E., CFM, Project Engineer

Re: Modification One to the Interdepartmental MOU for HUD Funding of Stormwater Management’s Redmond Reservoir Expansion Project

Action Requested: Stormwater Committee approval of Modification One to the Interdepartmental Memorandum of Understanding for HUD Funding of the Redmond Reservoir Expansion Project.

Originally adopted as Resolution SM-R-0124-18 on April 10, 2018, Stormwater Management entered into an Interdepartmental Memorandum of Understanding for funding in the amount of $2,452,982.80 for construction of the Redmond Reservoir Expansion Project located in Bensenville. Modification One to this MOU is to utilize the remaining funds allocated to the project that were above the original bid amount to address additional construction necessary to meet the intent of the project. Funding is provided by the Community Development Block Grant Disaster Relief (CDBG-DR) funds administered by Community Development, for additional amount of $297,017.20. Once Modification One is approved, a total of $3,750,000 in CDBG-DR funds will be allocated towards payment for approved project related expenses.

CDBG-DR funds are part of over $31,000,000 distributed by the Department of Housing and Urban Development (HUD) that was received by the County for projects related to the flooding experienced in April 2013.
MODIFICATION ONE TO THE INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING FOR PROJECT CDBG-DR-15 – REDMOND RESERVOIR EXPANSION PROJECT – BETWEEN THE COUNTY OF DUPAGE AND DUPAGE STORMWATER DEPARTMENT

THIS MODIFICATION ONE TO AGREEMENT CDBG-DR-15 is entered into this 11th day of September, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE STORMWATER DEPARTMENT (hereinafter called “DEPARTMENT”), as a staff agency of the COUNTY OF DUPAGE, Illinois (hereinafter called "COUNTY"), will complete the project described herein.

The purpose of this MODIFICATION ONE is to modify an existing Memorandum of Understanding between the above parties known as Project CDBG-DR-15, which was adopted by Resolution SM-R-0124-18 on April 10, 2018, to provide COUNTY with Community Development Block Grant Disaster Relief (CDBG-DR) funding in the amount of $2,452,982.80 for the excavation of approximately 20.5 acre-feet along the east side of Redmond Reservoir to increase stormwater detention capacity. Additional work includes basin re-grading, tree removals, topsoil, new seeding, pavement removal & replacement, landscaping with native species, and an annual establishment and monitoring program, in an area affected by the April 2013 flood events (the PROJECT) (hereinafter, together with this modification, called “Memorandum of Understanding”) covered by the CDBG-DR funds.

In consideration of the premises of the Memorandum of Understanding, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section II of the Agreement:

1. Section II. B. is hereby deleted in its entirety and the following substituted therefore:

   “B. COUNTY shall be reimbursed for CDBG-DR eligible costs associated with:

   1. The excavation of approximately 20.5 acre-feet along the east side of Redmond Reservoir to increase stormwater detention capacity. Additional work includes basin re-grading, tree removals, topsoil, new seeding, pavement removal & replacement, landscaping with native species, and an annual establishment and monitoring program, in an area affected by the April, 2013 flood events covered by the CDBG-DR funds.

   2. Other costs associated with the above activities as are consistent with the scope and intent of the PROJECT, are eligible for payment under CDBG-DR funding, and are pre-approved by the COUNTY’S COMMUNITY DEVELOPMENT COMMISSION (“CDC”) staff.

The use of CDBG-DR funds for the above activities under this AGREEMENT shall be limited to a maximum of TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($2,750,000).
2. Section III. Amount and Terms of Grant

A. The COUNTY shall allocate the maximum amount of up to TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($2,750,000) for payment of approved PROJECT-related expenses out of a total current project budget of TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND 80/100 DOLLARS ($2,452,982.80). Additional funds have been made available to match the budget of the current CDBG-DR Action Plan Substantial Amendment #5 and to secure funding in the event of an additional change order or cost increase. All change orders will be approved by Community Development staff and any additional funding needed for work that is not included in the original scope will require an additional approval and modification to the MOU. The disbursement of CDBG-DR funds shall be pursuant to this Memorandum of Understanding. The DEPARTMENT shall submit requests for disbursement not more frequently than once per month based upon PROJECT expenses incurred. Requests for disbursement shall include supporting documentation of the PROJECT expenses identified on the disbursement request. At the direction of DEPARTMENT, the COUNTY shall either disburse the requested amounts as direct payments to the PROJECT’S contractor(s) and, or, vendor(s), or, where the DEPARTMENT has already paid third-party expenses, the COUNTY shall disburse such funds into a designated DEPARTMENT fund as reimbursement of such expenses.

The DEPARTMENT shall abide by the ACT and its use of CDBG-DR funds for the purpose set forth in Section II, above.

C. DEPARTMENT representatives shall meet with the CDC staff to establish acceptable documentation and guidelines regarding requests for payment for the activities described in the Scope of Work. No CDBG-DR payment will be made without the required documentation accompanying the payment request.

D. The following statement shall be posted ON A SIGN in three (3) prominent locations on the PROJECT site:

"Funding for this project has been provided, in part, by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery funds.

3. In all other respects, the Memorandum of Understanding shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Modification on the dates recited below:

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

Daniel J. Cronin, Chairman
DuPage County Board

Date

Paul Hinds, County Clerk

DEPARTMENT: DUPAGE COUNTY STORMWATER DEPARTMENT

BY:

DATE:

ATTEST:

Print Name:
Title:
WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY requires professional engineering services to assist with the development of the St. Joseph Creek Watershed Plan; and

WHEREAS, the St. Joseph Creek watershed is located in central DuPage County and drains areas within the Villages of Downers Grove, Lisle, Westmont, and Unincorporated DuPage County; and

WHEREAS, the watershed generally consists of residential and commercial development, and undeveloped areas comprised mostly of Park District properties and community parks; and

WHEREAS, due to significant flooding that has occurred within the watershed over the past ten years, the St. Joseph Creek communities have requested that the watershed be reevaluated to address remaining flooding and water quality issues; and

WHEREAS, the COUNTY requires professional engineering services from a consultant to provide technical assistance during the preparation of the St. Joseph Creek Watershed Plan; and

WHEREAS, the CONSULTANT will assist with updating the FEQ model, checking the model calibration, development and evaluation of flood control alternatives, performing economic analysis and the public review process; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed $85,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Procedures and Guidelines; and
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Engineering Resource Associates, Inc is hereby accepted and approved in an amount not to exceed eighty-five thousand dollars ($85,000.00); and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Engineering Resource Associates, Inc., 3S701 West Ave., Ste. 150, Warrenville, IL  60555, Attn:  John Green, Pres., Anthony Hayman/State's Attorney’s Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

## REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
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<td>August 22, 2018</td>
<td>$85,000</td>
<td>THROUGH DECEMBER 31, 2019</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
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</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Jan Janowicz  
  Completed 08/22/2018 11:03 AM
- Tony Charlton  
  Completed 08/22/2018 3:14 PM
- Kathy Ostrowski  
  Completed 08/22/2018 4:28 PM
- James McGuire  
  Completed 08/23/2018 5:00 PM
- Paul Rafac  
  Completed 08/27/2018 11:11 AM
- Tom Cuculich  
  Completed 08/27/2018 11:17 AM
- Kathy Ostrowski  
  Completed 08/29/2018 11:52 AM
- Stormwater Management Committee  
  Completed 09/04/2018 7:30 AM
- Finance Committee  
  Pending 09/11/2018 8:00 AM
- County Board  
  Completed 09/11/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Engineering Resource Associates, Inc

**Vendor #:** 10903

**Contract Term:** December 31, 2019

**Contract Total:** $85,000.00

**Dept:** Stormwater Management

**Contact:** S Hunn

**Phone:** 6676

**Assigned Committee:** Stormwater Management

**Description of Procurement/Scope of Work/Background:**

Professional engineering services to assist with the development of the St. Joseph Creek Watershed Plan. The tasks will include assisting with updating the EQC model, checking the model calibration, development and evaluation of flood control alternatives, performing economic analysis and the public review process.

**Reason for Procurement:**

Stormwater Management requires professional engineering services from a consultant to provide technical assistance during the preparation of the St. Joseph Creek Watershed Plan.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18 1600-3000-53010 $85,000

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

- RENEWAL, Enter Bid # ___________________________ □ Intergovernmental Agreement

- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 □ Public Utility

- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (Include Evaluation Summary if applicable)

- RENEWAL OF RFP # ___________________________

- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

- OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

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**PREPARED BY AND APPROVAL(S) (Initials Only)**

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<th>Recommended for Approval</th>
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**REVIEWED BY (Initials Only)**

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<th>Reviewer</th>
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<th>Procurement Officer</th>
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<td>Chairman's Office (Decision Memos Over $25,000)</td>
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FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

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Packet Pg. 473
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: Aug 21, 2018
MinuteTraq (IQM2) ID #: 13335
Department Requisition #: __________

Requesting Department: Stormwater Management
Contact Email: sarah.hunn@dupageco.org

Department Contact: S. Hunn
Contact Phone: 6676

Vendor Name: Engineering Resource Associates
Vendor #: 10903

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

Approval of new engineering contract to assist with the watershed evaluation and preparation of the St. Joseph Creek Watershed Plan.

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

St. Joseph Creek is tributary to the East Branch DuPage River, this area was identified as an area of severe damage in the April 2013 flood as well as the October 2017 flood event. Due to significant flooding that has occurred within the watershed, the St. Joseph Creek communities have requested that the watershed be reevaluated to address remaining flooding and water quality issues.

Strategic Impact

Quality of Life

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

This watershed plan will assist with identifying water quality and water quantity solutions that will improve the quality of life for the DuPage County residents who live within this watershed.

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

This contract was vetted based on the County’s Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 5 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater has determined that ERA has the most qualified staff based on the information received to perform necessary services. Based on a comprehensive review of the Statement of Interest, Stormwater Management determined that ERA is qualified to perform this work on the behalf of the County.

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

1) Award a contract to ERA, a full service engineering firm, for assistance in this watershed planning contract.
2) Hire additional in-house hydraulic engineers to assist with the development of this watershed plan.

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.

FY18 1600-3000-53010 $85,000
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**  
Vendor #: 10903  
Dept: DuPage County Stormwater  
Address: 421 N. County Farm Rd.  
City: Wheaton  
Phone: (630) 407-6676  
Fax: (630) 407-6701

**Send Payments To:**  
Vendor #: 10903  
Dept: DuPage County Stormwater  
Address: 421 N. County Farm Rd.  
City: Wheaton  
Phone: (630) 407-6676  
Fax: (630) 407-6701

**Send Invoices To:**  
Dept: DuPage County Stormwater  
Attn: Sarah Hunn  
Address: 421 N. County Farm Rd.  
Phone: (630) 407-6676  
Fax: (630) 407-6701

**Special Instructions/Comments to Buyer or Approver:**

**User Department Internal Notes:**

**Payment Terms:** F.O.B.

**PO 20 Delivery Date:**

**Requisitioner:** Alicia Favela

**Contract Administrator:**

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<td>This contract is for Professional engineering services to assist with the development of the St. Joseph Creek Watershed plan for the period of September 4, 2018 through December 31, 2019.</td>
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**Requisition Total** $85,000.00

**Header Comments**

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ENGINEERING RESOURCE ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 11th day of September, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and ENGINEERING RESOURCE ASSOCIATES, INC, an Illinois limited liability corporation licensed to do business in the State of Illinois, with offices at 3S701 West Avenue Suite 150, Warrenville, IL 60555; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY requires professional engineering services to assist with the development of the St. Joseph Creek Watershed Plan; and

WHEREAS, the St. Joseph Creek watershed is located in central DuPage County and drains areas within the Villages of Downers Grove, Lisle, Westmont, and Unincorporated DuPage County; and

WHEREAS, the watershed generally consists of residential and commercial development, and undeveloped areas comprised mostly of Park District properties and community parks; and

WHEREAS, due to significant flooding that has occurred within the watershed over the past ten years, the St. Joseph Creek communities have requested that the watershed be reevaluated to address remaining flooding and water quality issues; and

WHEREAS, the COUNTY requires professional engineering services from a consultant to provide technical assistance during the preparation of the St. Joseph Creek Watershed Plan; and
WHEREAS, the CONSULTANT will assist with updating the FEQ model, checking the model calibration, development and evaluation of flood control alternatives, performing economic analysis and the public review process; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed eighty-five thousand dollars and no cents ($85,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Procedures and Guidelines; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of this AGREEMENT at the specified amount.

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

1.0 INCORPORATION AND CONSTRUCTION.

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

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

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

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

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

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of the Stormwater Management Department (hereinafter referred to as the "Deputy Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the Deputy Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

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

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors’ work was performed by the CONSULTANT.

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY’S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by December 31, 2019, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT’S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Deputy Director directs,
deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed eighty-five thousand dollars and no cents ($85,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the base hourly rates of CONSULTANT’s staff. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved vendors’ technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” After January 1, 2019 the CONSULTANT may make a one-time adjustment to its schedule of hourly rates attached as Exhibit C provided, however, that no rate may be increased by more than five percent (5%) and provided, further, CONSULTANT shall give the COUNTY thirty (30) day notice of any new rate(s) before invoicing the COUNTY for work performed at such rates.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT’s full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.7 Following the CONSULTANT’s satisfactory completion of all work specified in Exhibit “A,” and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.

7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate
must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury
or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage Director, Stormwater Management Department, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT’S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and
shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT’S, or its vendor’s, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors’, shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a
Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT’S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the
Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
(a) The early termination of this AGREEMENT in accordance with
the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on December 31, 2019, or to
a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their
respective obligations under this AGREEMENT, in the event such
completion occurs before December 31, 2019.

15.2 The CONSULTANT shall not perform any work under this
AGREEMENT after the expiration date set forth in Paragraph 15.1(b),
above, or after the early termination of this AGREEMENT, or during a
provisional extension period. The COUNTY is not liable and will not pay
the CONSULTANT for any work performed after the AGREEMENT’S
expiration or termination. However, nothing herein shall be construed so
as to relieve the COUNTY of its obligation to pay the CONSULTANT for
work satisfactorily performed prior to the AGREEMENT’S termination,
or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a
Change Order, or other COUNTY designated form, signed by both parties
without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall
have the right to terminate this AGREEMENT for any cause or without
cause thirty (30) days after having served written notice upon the other
party, except in the event of CONSULTANT’S failure to maintain suitable
insurance at the requisite coverage amounts, insolvency, bankruptcy or
receivership, or if the CONSULTANT is barred from contracting with any
unit of government, or is subsequently convicted or charged with a
violation of any of the statutes or ordinances identified in Section 13.0,
above, in which case termination shall be effective immediately upon
receipt of notice from the COUNTY, at the COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT
shall cease, excepting surviving insurance and indemnification
obligations, but the parties shall not be relieved of the duty to perform
their obligations up to the date of termination, or to pay for deliverables
tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports
and documents produced because of this AGREEMENT shall become the
property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
19.0 SEVERABILITY.

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

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

20.0 GOVERNING LAW.

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

Engineering Resource Associates, Inc
3S701 West Avenue, Suite 150
Warrenville, IL
ATTN: Jon Green, President

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Anthony J. Charlton

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same
extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT’S request, proof of COUNTY’S permission, or legal authority, to enter onto the property of a third party.

25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances (“Hazardous Substances”) related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY’S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances.
COUNTY requires: (1) CONSULTANT’S agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY’S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE                     ENGINEERING RESOURCE ASSOCIATES, INC

BY:_________________________________    BY:__________________________
    DANIEL J. CRONIN                      JON GREEN

ATTEST:

BY:_________________________________    BY:__________________________
    PAUL HINDS, COUNTY CLERK            NAME: ________________________
    TITLE: ___________________________  

Packet Pg. 494
EXHIBIT A

SCOPE OF WORK

This AGREEMENT is an on-call contract in which the CONSULTANT shall perform tasks assigned by the Deputy Director. These tasks may include the following:

SCOPE OF SERVICES

1. Meetings and Coordination – It is anticipated that a steering committee will be organized including Consultant (ERA), the County, Village of Downers Grove, Village of Lisle, and the Village of Westmont. ERA will meet and coordinate with the steering committee and potentially impacted property owners throughout the duration of the project. We have anticipated the following five (5) meetings:
   a. Steering committee meeting to discuss existing conditions findings and potential alternatives to analyze.
   b. Steering committee meeting to discuss initial results of the proposed alternatives and to identify further opportunities.
   c. Initial meeting with stakeholders/property owners to discuss preliminary alternative. The purpose of this meeting is to determine the viability of the alternatives.
   d. Steering committee meeting to discuss additional results.
   e. Follow up stakeholder/property owners meeting to discuss final alternatives and recommendations.

2. Supplemental Survey – ERA will work with the County to collect cross-sections, low entry elevations, topo, etc., where needed. It is anticipated that the County’s on-call surveyor will complete most of the survey work and ERA will pick up necessary survey in the areas in which we have already performed significant survey for the Village of Downers Grove and the Village of Lisle.

3. Public Outreach – It is anticipated that three public meetings will be held throughout the project duration. ERA will attend each meeting and be available for questions and answers. ERA will support County staff in developing presentations for the public meetings.

4. Existing Conditions FEQ Model Review and Support – It is anticipated that the County will complete the existing conditions FEQ model. ERA will support the County’s efforts by providing survey information, XPSWMM information and plan information. ERA will review the model and assist the County in the areas that we have a detailed understanding of flooding. It is anticipated that these areas include the Village of Downers Grove upstream of Barth Pond and the Village of Lisle near the confluence with the East Branch DuPage River.

5. Alternatives Analysis – ERA will work closely with the County, Village of Downers Grove, Village of Lisle, and the Village of Westmont to determine viable alternatives. Working closely with County and municipal staff ERA will evaluate up to 5 alternatives and combinations of alternatives using FEQ modeling. It is anticipated that the proposed alternatives modeling will use the existing conditions model developed by the County as the starting point for the proposed analysis.
6. **Cost/Benefit Analysis** – Cost estimates will be prepared for each of the identified alternatives. The analysis will consider future maintenance costs, private property restoration, property acquisition, easement acquisition, infrastructure costs, construction access, etc. A benefit analysis will be performed using DEC 2 results provided by the County. The analysis will include direct benefits such as structures removed from flooding and flood elevation reduction for structures. The analysis will also include indirect benefits such as reduction in road closures, reduction in flood response time, etc.

7. **Exhibit Development** – ERA will develop proposed conditions exhibits for the alternatives that appear to be cost effective. The exhibits will be constructed to show proposed flooding graphically overlaid on aerial photos. It is anticipated that the exhibits will be prepared in GIS, AutoCAD, & InDesign. ERA will work with County staff in creating visual aids for public meetings and for the watershed plan report.

8. **Report Preparation** – It is anticipated that ERA will assist the County in preparing a watershed report. It is anticipated that ERA will author the proposed alternatives section of the report and prepare data tables and graphs that show the results of the identified alternatives. ERA will also perform QA/QC review of the report sections written by the County. To promote “buy in” from the public and political leaders the report will be structured and written in a manner that is simple to follow and understand. Graphics, charts, and tables will be utilized rather than long descriptive narrative.
EXHIBIT B
DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the County under the terms of this contract. This contract will have deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
   - Cross-section plots
   - Location map plotted on County topographic maps
   - Sketches of hydraulic structures
   - Computer input/output
   - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of Fees and Hourly Rates, as applicable.


STANDARD 2.8 MULTIPLIER CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>Staff Category</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Engineer VI</td>
<td>$220 - $240</td>
</tr>
<tr>
<td>Professional Engineer V</td>
<td>$200 - $220</td>
</tr>
<tr>
<td>Professional Engineer IV</td>
<td>$160 - $200</td>
</tr>
<tr>
<td>Professional Engineer III</td>
<td>$140 - $160</td>
</tr>
<tr>
<td>Professional Engineer II</td>
<td>$130 - $140</td>
</tr>
<tr>
<td>Professional Engineer I</td>
<td>$100 - $130</td>
</tr>
<tr>
<td>Structural Engineer VI</td>
<td>$200 - $240</td>
</tr>
<tr>
<td>Structural Engineer III</td>
<td>$140 - $160</td>
</tr>
<tr>
<td>Staff Engineer III</td>
<td>$100 - $110</td>
</tr>
<tr>
<td>Staff Engineer II</td>
<td>$90 - $100</td>
</tr>
<tr>
<td>Staff Engineer I</td>
<td>$80 - $90</td>
</tr>
<tr>
<td>Engineering Intern III</td>
<td>$50 - $60</td>
</tr>
<tr>
<td>Engineering Intern II</td>
<td>$40 - $50</td>
</tr>
<tr>
<td>Engineering Intern I</td>
<td>$30 - $40</td>
</tr>
<tr>
<td>Engineering Technician V</td>
<td>$110 - $120</td>
</tr>
<tr>
<td>Engineering Technician IV</td>
<td>$100 - $110</td>
</tr>
<tr>
<td>Engineering Technician III</td>
<td>$80 - $100</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$60 - $80</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$40 - $60</td>
</tr>
<tr>
<td>Environmental Director</td>
<td>$140 - $160</td>
</tr>
<tr>
<td>Environmental Specialist III</td>
<td>$130 - $140</td>
</tr>
<tr>
<td>Environmental Specialist II</td>
<td>$110 - $130</td>
</tr>
<tr>
<td>Environmental Specialist I</td>
<td>$80 - $110</td>
</tr>
<tr>
<td>Professional Surveyor II</td>
<td>$140 - $170</td>
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<tr>
<td>Professional Surveyor I</td>
<td>$110 - $140</td>
</tr>
<tr>
<td>Surveyor IV</td>
<td>$80 - $100</td>
</tr>
<tr>
<td>Surveyor III</td>
<td>$70 - $80</td>
</tr>
</tbody>
</table>
Surveyor II $60 - $70
Surveyor I $40 - $60
GIS/Public Outreach $70 - $90
Administrative Director $120 - $150
Administrative Staff IV $90 - $120
Administrative Staff III $80 - $90
Administrative Staff II $70 - $80
Administrative Staff I $60 - $70

Direct Costs will be billed at their actual rate incurred.
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: Aug 21, 2018

Bid/Contract/PO #: StJosephCreekWater

Attachment: ERA - Vendor Ethics (SM-P-0238-18 : Engineering Resource Associates (ERA) - St. Joseph Creek)

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoardPolicies/

I hereby acknowledge and understand these requirements.

Authorized Signature

Printed Name: Jon Green
Title: President
Date: Aug 21, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
### Required Vendor Ethics Disclosure Statement (continued)

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin (DuPage County Board Chairman)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$250.00</td>
<td>09/28/2017</td>
</tr>
<tr>
<td>Citizens for Donald E. Puchalski (DuPage County Board District 1 and Chairman Transportation Committee)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$200.00</td>
<td>04/05/2018</td>
</tr>
</tbody>
</table>

**Signature on File**

**Signature**

Date: 08/21/2018

Page 2 of 2
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE TRIANGLE PARK RESTORATION PROJECT IN WOODRIDGE

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the PARK DISTRICT has identified an area within Triangle Park that experiences extreme erosion in a channelized ditch; and

WHEREAS, the subject area experiences high channel velocities that uproots trees and erode the streambanks; and

WHEREAS, the PARK DISTRICT has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increase DO levels. BMPS will establish a permanent pollutant filtration buffer along the project corridor; and

WHEREAS, the COUNTY, the PARK DISTRICT, and the general public will benefit from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be one million seventy-one thousand five hundred dollars and no cents ($1,071,500.00); and

WHEREAS, the PARK DISTRICT has requested that the COUNTY provide funding assistance for the PROJECT in the amount of thirty-eight thousand dollars and no cents ($38,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the PARK DISTRICT is the PROGRAM funding recipient, the PARK DISTRICT shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter "AGREEMENT"); and
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the PARK DISTRICT is hereby accepted and approved in an amount not to exceed thirty-eight thousand; and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Woodridge Park District, 2600 Center Drive, Woodridge, IL 60517, Attn: Jenny Knitter; and Anthony Hayman/State's Attorney's Office.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

SM-P-0239-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>August 21, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Intergovernmental Agreement

Jan Janowicz  Completed  08/22/2018 8:52 AM
Tony Charlton  Completed  08/22/2018 9:55 AM
Kathy Ostrowski  Completed  08/22/2018 3:12 PM
James McGuire  Completed  08/23/2018 10:14 AM
Paul Rafac  Completed  08/27/2018 11:12 AM
Kathy Ostrowski  Completed  08/28/2018 3:06 PM
Stormwater Management Committee  Completed  09/04/2018 7:30 AM
Finance Committee  Pending  09/11/2018 8:00 AM
County Board  Completed  09/11/2018 10:00 AM
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

**Vendor:** Woodridge Park District  
**Vendor #:** 1367  
**Contract through November 30, 2019**  
**Contract Total:** $38,000

| Dept: Stormwater Management | Contact: Clayton Heffer | Phone: 630-407-6729 | Assigned Committee: Stormwater Management |

### Description of Procurement/Scope of Work/Background

The Park District has requested Stormwater Ordinance related PCBMP water quality funds for their Triangle Park Restoration Project that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increase DO levels. PCBMPs will establish a permanent pollutant filtration buffer along the project corridor. The DuPage County Stormwater Management Plan recognizes improving water quality as an integral part of the proper management of storm and flood waters.

### Reason for Procurement

The Park District and the general public will benefit from the project through improved water quality in the watershed.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)):
- [ ] Budget Transfer (Date)  
  Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ______________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ______________________ ☑ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ______________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ______________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
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**REVIEWED BY (Initials Only)**

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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 505
## Purchase Requisition

**Procurement Services Division**

---

### Send Purchase Order To:
- **Vendor:** Woodridge Park District  
  **Vendor #:** 11367  
  **Attn:** Jenny Knitter  
  **Email:**  
  **Address:** 2600 Center Drive, Woodridge, IL 60517  
  **Phone:**  
  **Fax:**

### Send Invoices To:
- **Vendor:** Woodridge Park District  
  **Vendor #:** 11367  
  **Attn:** Jenny Knitter  
  **Email:**  
  **Address:** 2600 Center Drive, Woodridge, IL 60517  
  **Phone:**  
  **Fax:**

### Send Payments To:
- **Vendor:** Woodridge Park District  
  **Vendor #:** 11367  
  **Attn:** Jenny Knitter  
  **Email:**  
  **Address:** 2600 Center Drive, Woodridge, IL 60517  
  **Phone:**  
  **Fax:**

### Send Invoices To:
- **Address:** 421 N. County Farm Rd., Wheaton, IL 60187  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** (630) 407-6729  
  **Fax:** (630) 407-6701

### Send Payments To:
- **Address:** 421 N. County Farm Rd., Wheaton, IL 60187  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** (630) 407-6729  
  **Fax:** (630) 407-6701

### Payment Terms
- **F.O.B.:** Woodridge  
  **PO 20 Delivery Date:**  
  **Contract Administrator:** Alicia Favela  
  **Contract Start Date:** Sep 11, 2018  
  **Contract End Date:** Nov 30, 2019

### LN  Qty  UOM  Item Detail (Product #)  Description  FY  Dept #  Acctg Unit  Acct #  Sub-Accts and/or Activity #  Unit Price  Extension
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<td>This contract is for the Triangle Park Restoration Project in Woodridge for the period of September 11, 2018 through November 30, 2019.</td>
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<td>1600</td>
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**Requisition Total:** $38,000.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE TRIANGLE PARK RESTORATION PROJECT IN WOODRIDGE

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 11th day of September, 2018 between the County of DuPage, a body corporate and politic, (hereinafter referred to as the "COUNTY") with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Woodridge Park District, an Illinois Park District, (hereinafter referred to as the "PARK DISTRICT") with offices located at 2600 Center Drive, Woodridge, Illinois, 60517.

RECITALS

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program (“PROGRAM”) which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the PARK DISTRICT has identified an area within Triangle Park that experiences extreme erosion in a channelized ditch; and

WHEREAS, the subject area experiences high channel velocities that uproots trees and erode the streambanks; and

WHEREAS, the PARK DISTRICT has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increase DO levels. BMPS will establish a permanent pollutant filtration buffer along the project corridor; and

WHEREAS, the COUNTY, the PARK DISTRICT, and the general public will benefit
from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be one million seventy-one thousand five hundred dollars and no cents ($1,071,500.00); and

WHEREAS, the PARK DISTRICT has requested that the COUNTY provide funding assistance for the PROJECT in the amount of thirty-eight thousand dollars and no cents ($38,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the PARK DISTRICT is the PROGRAM funding recipient, the PARK DISTRICT shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter “AGREEMENT”); and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree that:

1.0 INCORPORATION AND CONSTRUCTION.

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

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

2.0 PROJECT DESCRIPTION.

The PROJECT addresses the existing site issues including extreme erosion in a channelized ditch with lack of native vegetation or wetland habitat. It also has high channel velocities causing uprooting of trees and continued erosion to the streambanks. The solution to these problems is to implement the following best management practices:

- Approximately 650 linear feet of stream re-meandering
- Construction of up to 0.7 acres of wetland, including 3 wetland basins east of the proposed channel. Side channel wetlands will also be constructed.
- Total (including stream channel and wetlands) of approximately 1.9 acres of native plant seeding and plug installation.
- Stabilization of up to 1,080 of existing highly eroded streambanks, with re-grading and native plantings.
- 5 rock riffle structures.
3.0 FUNDING.

3.1 The PROJECT costs are estimated to be one million seventy-one thousand five hundred dollars and no cents ($1,071,500.00). Thirty-eight thousand dollars and no cents ($38,000.00) are being requested from the DuPage County Fee-In-Lieu funds, which is three and fifty-five hundredths percent of the overall cost of the PROJECT.

3.2 The PARK DISTRICT shall be responsible for bearing all cost overruns, which includes all PROJECT expenses in excess of the PROJECT cost estimate in Paragraph 3.1, above, regardless of the cause of such cost increase, unless the PARK DISTRICT and COUNTY agree to apportion such extra costs before such additional costs are incurred.

3.3 This AGREEMENT shall in no way obligate the PARK DISTRICT to undertake this PROJECT if the PARK DISTRICT in its sole discretion determines that it is no longer in the PARK DISTRICT’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2019, the PARK DISTRICT shall promptly reimburse the COUNTY any monies paid by the COUNTY to the PARK DISTRICT pursuant to this AGREEMENT. The PARK DISTRICT’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the PARK DISTRICT’S timely and satisfactory completion of the PROJECT.

3.4 The PARK DISTRICT may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the PARK DISTRICT in relation to the PROJECT shall include third-party professional services (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the PARK DISTRICT’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4 PARK DISTRICT’S RESPONSIBILITIES.

4.1 The PARK DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The PARK DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The PARK DISTRICT shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The PARK DISTRICT shall be responsible for securing all local, county, state,
and federal permits necessary for completion of the PROJECT.

4.4 The PARK DISTRICT shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY’S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The PARK DISTRICT shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The PARK DISTRICT shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

4.7 The PARK DISTRICT may enter into additional agreements to secure its portion of the local PROJECT costs.

4.8 The PARK DISTRICT shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than three and fifty-five hundredths percent (3.55%) of total incurred PROJECT costs up to the dollar limit established in Paragraph 3.1. Each invoice shall show the quantities and cost per item and be summarized by PROJECT area.

4.9 The PARK DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY’S obligation to reimburse the PARK DISTRICT in the amounts herein agreed upon, nor shall this provision affect the PARK DISTRICT’S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

4.10 The PARK DISTRICT shall make any data collected from the PROJECT available to the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The PARK DISTRICT and PARK DISTRICT’S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The PARK DISTRICT shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the PARK DISTRICT shall strictly enforce all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the PARK
DISTRICT beyond the usual burdens and liabilities for an Illinois Park District in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY’S role in conducting any review or granting any consent or approval relates solely to the PROJECT’S eligibility, or whether any particular costs is an allowable expense, under the COUNTY’S Countywide Post Construction Best Management Practices Program for water quality.

4.12 The PARK DISTRICT shall acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in any printed materials promoting the PROJECT.

4.13 The PARK DISTRICT agrees to provide the COUNTY with estimates of pollutant load reduction from the project for Total Phosphorus (lb/yr), Total Nitrogen (lb/yr), Total Suspended Solids (t/yr), and Biological Oxygen Demand (lb/yr). Pollutant Load Reduction estimates should be determined by methodology approved by DuPage County and/ or the Illinois EPA.

5.0 COUNTY’S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT’S plans and specifications, prior to the PARK DISTRICT’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY’S Site Runoff Storage Variance Fee Program.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the PARK DISTRICT for approved costs associated with the PROJECT at a fixed proportion of three and fifty-five hundredths percent (3.55%) of the PROJECT costs, which have been incurred and paid for by the PARK DISTRICT, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed thirty-eight thousand dollars and no cents ($38,000.00).

5.2.3 In the event that the PROJECT’S costs total less than thirty-eight thousand dollars and no cents ($38,000.00), the COUNTY’S total reimbursement amount shall be not more than three and fifty-five hundredths percent (3.55%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the PARK DISTRICT.
5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2019, regardless of when the work was completed and notwithstanding that the COUNTY’S contribution limit has not been reached.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

6.0 GOVERNMENT REGULATIONS.

6.1 The PARK DISTRICT shall comply with all local, State and Federal requirements now in force, or which may hereafter be in force, pertaining to the Project.

7.0 INDEMNIFICATION.

7.1 The PARK DISTRICT shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the PARK DISTRICT’S performance under this AGREEMENT, to the fullest extent the PARK DISTRICT is so authorized under the law; provided, however, that the PARK DISTRICT shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The PARK DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the PARK DISTRICT and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the PARK DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the PARK DISTRICT and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph
7.1 is to be the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove PARK DISTRICT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the PARK DISTRICT or its consultants, contractors or agents. The PARK DISTRICT’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2019 or to a new date agreed upon by the parties.

9.1.2 The completion by the PARK DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2019.

10 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

13.1 Any notice required by the provisions of this Agreement shall be mailed to:

Ms. Jenny Knitter  
Superintendent of Planning and Development  
Woodridge Park District  
2600 Center Drive  
Woodridge, Illinois 60517

Clayton Heffter  
Stormwater Permitting Manager  
DuPage County Stormwater Management  
421 North County Farm Road  
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

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

BY: __________________________

NAME: DANIEL J. CRONIN

TITLE: CHAIRMAN

ATTEST:

BY: __________________________

NAME: PAUL HINDS, COUNTY CLERK

TITLE:
July 11, 2018

DuPage County Stormwater Management
Stormwater Permitting Manager

Mr. Clayton Heffter
421 N. County Farm Road
Wheaton, IL 60187

RE: Triangle Park Restoration Project – Long Range Solution –
    Formal Request for BMP Fee-in-Lieu Program Funding

Dear Mr. Heffter,

This letter is a formal request from the Woodridge Park District for DuPage County’s Fee-In-Lieu Funding for the Triangle Park Restoration Project in the amount of $38,000.

Vicinity Map: As depicted above, the proposed Triangle Park Restoration Project Area is located immediately south of the mainstem of Prentiss Creek. The mainstem of Prentiss Creek flows from east...
to west, and is located north of 63rd Street. The 1.9-acre Triangle Park parcel is owned by the Woodridge Park District.

The proposed Triangle Park Restoration Project addresses the existing site issues including extreme erosion in a channelized ditch with lack of native vegetation or wetland habitat. It also has high channel velocities causing uprooting of trees and continued erosion to the streambanks. The solution to these problems is to implement the following best management practices:

- Approximately 650 linear feet of stream re-meandering
- Construction of up to 0.7 acres of wetland, including 3 wetland basins east of the proposed channel. Side channel wetlands will also be constructed.
- Total (including stream channel and wetlands) of approximately 1.9 acres of native plant seeding and plug installation.
- Stabilization of up to 1,080 of existing highly eroded streambanks, with re-grading and native plantings.
- 5 rock riffle structures.

**Urban Vegetative Native Plant Filter Strip (1.9 acres in total)**

Deep-rooted plantings in the Project Area will be installed in the entire 1.9 acre parcel riparian corridor at the Project Site. The native plant buffer will filter runoff flowing through the stream channel. The native plant filter strip will also filter road runoff as well as residential runoff adjacent areas. The urban filter strip will expand the area of wetland and buffer at the Project Site. The installation of deep-rooted plantings will improve infiltration of urban runoff and provide pollutant filtration (TS, BOD). Native groundcover such as grasses and forbs will enhance the uptake of phosphorus and nitrogen nutrients which could otherwise runoff from manicured and fertilized turf lawn areas, causing pollution impacts in the waterway. The plantings will also help prevent loss of bank soils and promote bank stability. Installation of plantings will also promote filtration and assimilation of nutrients (TP, TN) as well as contaminated runoff that can be discharged from surrounding upland areas. This will reduce pollutant loadings to the downstream East Branch DuPage River. Aquatic habitat along the South Tributary to Prentiss Creek riparian corridor will be enhanced and diversified.

Removal of non-native and/or invasive shrubs and trees such as such as common buckthorn (Rhamnus cathartica), honeysuckle (Lonicera x bella), and box elder (Acer negundo) would occur in work areas depicted in the Engineering Plans. Non-native or invasive species will be replaced with native herbaceous groundcover. This management will provide enhancement, improve sunlight levels, increase the establishment of ground-stabilizing vegetation along the South Tributary to Prentiss Creek in currently eroding areas, and expand the area and quality of wetland habitat along the stream channel.

**Water Quality Treatment Volumes**

Up to 1.8 acre-feet of polluted runoff storage will be provided in a proposed native wetland and native plant corridor. Polluted runoff will be collected, detained, filtered, and slowly released into the South Tributary of Prentiss Creek due to the construction of proposed wetland areas. The 1.8 acre-feet of runoff storage is enough storage area to treat 0.13 inches of runoff from the entire watershed (166 acres) during major runoff events at any given time. Of course, a much larger volume of runoff will be treated by flowing through the native plant corridor to be constructed. All runoff from upstream areas will be filtered through the restored stream channel and the proposed wetland areas.

The proposed project will reduce impacts of total suspended solids and total phosphorus in the East Branch DuPage River. These pollutants have been identified by the Illinois EPA in the October 2004 DuPage County TMDL Status Report as 303(d) impairments in the EBDR (as referenced on Table 1-2 of the DuPage County Water Quality BMP Technical Guidance Report, March 2008). Stream stabilization will directly reduce loss of soils and associated impacts from total suspended solids and phosphorus in the downstream East Branch DuPage River.
Wetland Restoration (3 Areas)
There are no existing wetlands areas at the project site. This was confirmed with Village of Woodridge Wetland Consultant (Benes and Associates’ wetland specialist David Koldoff) in the field on September 6, 2017. In the proposed project, a 400-foot length of riparian corridor adjacent to the stream channel will be converted into wetland. Thus, over 62% of the entire channel length will contain restored side-channel wetland. Most of the runoff during flood events will be diverted through the wetlands. This will improve pollutant filtration. Simultaneously, it will also lower pollutant loading rates. The proposed wetland will occur in existing turf areas. There is currently no connectivity between adjacent land in the parcel and the stream channel. The creek channel is currently isolated. Proposed wetlands will connect the creek channel with adjacent proposed native vegetation. Water level control structures will be installed to manage water levels and to manage 3 wetland areas to be restored. Vegetation management will occur to remove invasive shrubs and invasive trees. Deep-rooted plantings will be installed at the Project Site. The wetland restoration areas will filter pollutants prior to discharge into the downstream creek channel. The native plant filter strip will also filter overbank runoff from adjacent residential areas. The area of wetland and buffer will be expanded at the Project Site. The installation of deep-rooted plantings will improve infiltration of urban runoff and provide pollutant filtration. Native plantings will help prevent loss of bank soils and promote bank stability. Restored wetlands will also promote filtration and assimilation of pollutants (TSS, TP, TN) as well as contaminated runoff that can be discharged from surrounding upland areas. In-stream cover will be increased. Streamside and littoral plant cover will be expanded. Aquatic habitat will be enhanced and diversified.

Channel Re-Meandering / Streambank Stabilization (1,080 LF)
Most of the existing channelized ditch will be converted into a re-meandered stream channel. South Tributary to Prentiss Creek stabilization will include 650 LF of channel re-meandering. Over 1,080 linear feet of bank stabilization will occur. This will result in diverse water depths, flow velocities, aquatic habitat types, and other benefits. Habitat refuges will be provided during flood flow events in part through side channel wetlands and boulders. Stabilization will include construction re-shaped slopes, rock toe, riffles and pools (described below), rock points, tree habitat structures in proposed wetlands, installation of substrate diversity (gravel) in the re-meandered channel, vegetation management, native plant seeding, native plant plug installation, erosion blanket, and/or other measures. Bank grading and stabilization with re-meandering will provide improved channel stability and will allow native vegetation to become more well-established along the creek banks. Re-shaping of banks will also provide more gradual slopes, which will expand the area of wetland habitat and the diversity of wetland plant species. Streambank stabilization will be a critical BMP to prevent reduce pollutant loading in South Tributary to Prentiss Creek and the downstream East Branch DuPage River. Failing timber walls will be removed. Rock toe will be installed. Re-graded slopes will be seeded/planted, and covered with an erosion control blanket. Vegetation management will occur throughout the entire 1.9 acre site. Streambank stabilization measures will directly reduce TP, TS, and BOD loadings into adjacent waters.

Rock Riffles (5 Riffle Structures)
Existing channel downcutting in the Project Area will be controlled with installation of five (5) rock riffle grade control structures (230 LF). Riffle grade control will directly re-aerate flowing waters. This will directly increase DO levels. Riffles will not only control channel downcutting but also dissipate excess stream energy and reduce extremely high erosive forces against the streambanks. The proposed rock riffle structures will diversify and improve in-stream habitat, and diversify stream substrate materials. In other areas, stream substrate diversity will be improved with the addition of gravel aggregate substrates.

Bioswale (200 LF)
The far downstream project area will be converted from turf grass into native plant bioswale. This overland flow route is located above the outlet culvert at the downstream end of Triangle Park (north of 63rd Street). The bioswale will detain and infiltrate runoff directly adjacent to residential areas. Deep-
rooted plantings in the Project Area will be installed at the bioswale to filter runoff flowing through the swale. The plantings will also help prevent loss of bank soils and promote swale stability.

Pollutant Reduction
The DuPage County Stormwater Management prepared the East Branch DuPage River Watershed & Resiliency Plan, March 2015, is described at [www.dupageco.org/EDP/Stormwater_Management/49261/](http://www.dupageco.org/EDP/Stormwater_Management/49261/). This Plan describes East Branch DuPage River Causes of Impairment per the 2016 303(d) listings for Arsenic, dissolved oxygen, methoxychlor, and total phosphorus. In addition, the EBDR Plan references specific Project Areas in their Recommended Action Plan. Among the recommended projects is South Tributary to Prentiss Creek (owned by the Woodridge Park District.)

Implementation of the South Tributary to Prentiss Creek Stabilization Project will reduce pollutant loading into East Branch DuPage River as follows:

Pollutant Reduction from Upstream Streambank Stabilization & Riffle Structures:
- Total Phosphorus Reduction = 491 lb / year.
- Sediment Load Reduction = 400.5 tons / year.
- TSS Load Reduction = 80,513 lbs/yr (or 40.2 tons)
- Total Nitrogen Reduction = 1,159 lb / year.

The benefits of BMPs will include reduced soil loss and reduced TSS, BOD, TP, and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increased DO levels. BMPs will establish a permanent pollutant filtration buffer along the project corridor. Proposed BMP descriptions, locations, details and specifications are provided on the attached Engineering Plan exhibits.

Appendix B-2 Causes of impairment for IL_GBL-02 to be addressed by the proposed Triangle Park Restoration Project include:
- other flow regime alterations (319)
- dissolved oxygen (322)
- total phosphorus (462)

For more details related to this project, please see the attached document: Triangle Park Restoration Project, sheets 1-12 of 12. If you need additional information, please let me know.

Below is a list of the current costs and funding sources that are secured and/or are being pursued.

- Engineer Opinion of Probable Cost $1,071,500
- Secured Grant Funding
  - CDBG $ 400,000
  - IEPA 319 Grant $ 384,900
  - Kane-DuPage SWCD SSRP Grant Request $ 10,000
  - ComEd Openlands Grant $ 9,500
- Project Balance Remaining for Local Funding $ 267,100
- Local Funding Requests for Commitment - Grant Funding Being Pursued
  - DuPage County BMP fee-in-lieu Program $ 38,000
  - Woodridge Park District – Capital Funding $ 229,100
  - $ 267,100
The Woodridge Park District is dedicated to improving our parks. This long term solution at Triangle Park is a large undertaking for the District to financially support, even with the already secured grant funding. With the help of the DuPage County BMP fee-in-lieu funding request of $38,000, the District can ensure that the long range solution is implemented using best management practices to resolve the site issues. By implementation of this design, not only will the District finally be able to provide a long term stable solution that can more easily be maintained, but we can provide a park site which utilizes native plants and wetland storage to improve water quality and reduce flooding potential to our downstream neighbors.

Respectfully submitted,

WOODRIDGE PARK DISTRICT

Signature on file

Jenny Knitter
Superintendent of Planning and Development
AMENDMENT TO RESOLUTION SM-P-0194A-17
ISSUED TO RAUSCH INFRASTRUCTURE
FOR THE VILLAGE OF HINSDALE FLOOD
PROTECTION IMPROVEMENT PROJECT PHASE 3B
FOR STORMWATER MANAGEMENT
(CONTACT INCREASE: $30,000.00)

WHEREAS, Resolution SM-P-0194-17, was approved and adopted by the County Board on August 8, 2017; and

WHEREAS, Resolution SM-P-0194A-17, was approved on June 12, 2018, increasing the amount of the contract $33,592.69; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the Change Order Notice to Contract 2732-0001-SERV issued to Rausch Infrastructure, LLC, for construction of the Graue Mill Flood Control Improvement Project, Phase 3B, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order, dated August 1, 2018 to Contract 2732-0001-SERV, issued to Rausch Infrastructure, LLC, for construction of the Graue Mill Flood Control Improvement Project, Phase 3B, for Stormwater Management, to increase the contract in the amount of $30,000.00, resulting in an amended contract total amount not to exceed $1,962,917.64.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Aug 1, 2018
MinuteTraq (IQM2) ID #: 13330

Purchase Order #: 2372-0001SERV
Original Purchase Order Date: Aug 9, 2017
Change Order #: 3
Department: Stormwater Management
Vendor Name: Rausch Infrastructure LLC
Vendor #: 26840
Dept Contact: Jamie Lock

Background and/or Reason for Change Order Request:
$30,000 - A cost increase to the project is necessary in order to pay for contract overages due to field changes required during construction. A final cost increase will be requested at a future date as the project reaches completion. Also, the addition of line items to the contract is necessary in order to pay for additional work necessary to meet the requirements of this project.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A Starting contract value
B Net $ change for previous Change Orders
C Current contract amount (A + B)
D Amount of this Change Order ☒ Increase ☐ Decrease
E New contract amount (C + D)
F Percent of current contract value this Change Order represents (D / C)
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

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 ____________________________
☐ OTHER - explain below:

JCL 6705 Jul 31, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 8-21-18 Procurement Officer 8-21-18
Date Date
Chief Financial Officer 8-22-18 Chairman's Office 8-22-18
(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: Aug 1, 2018
MinuteTraq (IQM2) ID #: 13330
Department Requisition #: 16001720

Requesting Department: Stormwater Management
Contact Email: Jamie.Lock@dupageco.org
Vendor Name: Rausch Infrastructure

Department Contact: Jamie Lock
Contact Phone: 630-407-6705
Vendor #: 26840

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

Cost increase to the project - A cost increase of $30,000 to the project is necessary in order to pay for overages due to field changes required during construction. This increase is approximately 1.55% of the current contract value. A final cost increase will be requested at a future date as the project nears completion.
Addition of line items to contract - The addition of line items to the contract is necessary in order to pay for additional work to meet the requirements of the project.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The addition of line items and increase to the overall contract value are necessary in order to meet the intent of the project.

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

Addition of these line items is necessary to successfully complete the intent of the project. The total contract value needs to be increased to pay for this additional work.

Source Selection/Vetting Information - Describe method used to select source.
Rausch Infrastructure was the low bid contractor.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends approval of the change order with Rausch Infrastructure to successfully complete the flood mitigation project.

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.
## Addition of Line Items to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Building A Electrical Improvements</td>
<td>LSUM</td>
<td>1</td>
<td>$4,862.09</td>
<td>$4,862.09</td>
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<tr>
<td>New</td>
<td>Storm Sewer, 12&quot; DI</td>
<td>FOOT</td>
<td>28</td>
<td>$184.80</td>
<td>$5,174.40</td>
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<tr>
<td>New</td>
<td>Curb Removal</td>
<td>FOOT</td>
<td>68.5</td>
<td>$32.50</td>
<td>$2,226.25</td>
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</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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.

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.dupagesco.org/CountyBoard/Policies/

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

Authorized Signature: 

Printed Name: William M. Rausch

Title: Chief Executive Manager

Date: 5-31-2017

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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<tbody>
<tr>
<td>X</td>
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<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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.

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

Authorized Signature: 

Printed Name: William M. Rausch

Title: Chief Executive Manager

Date: 5-31-2017
AMENDMENT TO RESOLUTION SM-P-0035-18
ISSUED TO COMED TO FURNISH ELECTRICAL SERVICES
FOR STORMWATER MANAGEMENT FACILITIES
EXTEND AND INCREASE CONTRACT $198,240.00

WHEREAS, Resolution SM-P-0035-18 was approved and adopted by the County Board on February 13, 2018 and

WHEREAS, the Stormwater Management Planning Committee recommends changes as stated in the change order notice to extend County Contract 3096-1 SERV issued to ComEd to furnish electrical services for various Stormwater Management, to March 31, 2021 and increase the amount of the contract $198,240.00 resulting in an amended contract total amount not to exceed $232,240.00.

NOW THEREFORE BE IT RESOLVED, that the County Board adopts the change order notice dated August 16, 2018, to contract 3096-1 SERV issued to ComEd for electrical service for various Stormwater facilities, to extend the contract from March 1, 2019 to March 31, 2021 and increase the contract in the amount of $198,240.00 resulting in an amended contract total amount not to exceed $232,240.00.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
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.

Requesting Department: Stormwater Management
Contact Email: Alicia.favela@dupageco.org
Vendor Name: ComEd

Department Contact: Alicia Favela Perez
Contact Phone: (630) 407-6698
Vendor #: 10023

Date: Aug 16, 2018
MinuteTraq (IQM2) ID #: 13333
Department Requisition #: 

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

Change order to increase the contract amount and time for ComEd electric services for various Stormwater Management facilities including the Elmhurst Quarry.

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

Electrical energy supply services are required to power various Stormwater Management facilities.

Strategic Impact

Customer Service

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

Stormwater Management owns various flood control facilities used mitigating the flood water level on county rivers and steams. A change order is necessary to ensure energy source for our gates, actuators, computers systems, stream gages and lights, etc. at these facilities.

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

Public Utility (Exempt from bidding per 55 ILCS 5/5-1-22 "Competitive Bids" (c) Not suitable for Competitive bidding.

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

Staff recommends approval of a change order to increase the amount for the electrical energy supply contract with ComEd by $198,240.00 and time to March 31, 2021.

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.

Funds are available in FY18-21
Budget 1600-3000-53210

Attachment: ComEd Decision Memo (17-18-862 : ComEd Change Order #1)
## Request for Change Order
### Procurement Services Division

<table>
<thead>
<tr>
<th>Purchase Order #: 3096-1 SERV</th>
<th>Original Purchase Order Date: Mar 1, 2018</th>
<th>Change Order #: 1</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: ComEd</td>
<td>Vendor #: 10023</td>
<td></td>
<td>Dept Contact: Alicia Favela-Perez</td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:
- Increase contract amount to $198,240.00 and time to 3/31/21 for electric utility distribution services for the connected County facilities for Stormwater Management. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids - Public Utility.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9
- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A Starting contract value</td>
<td>$34,000.00</td>
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<tr>
<td>B Net $ change for previous Change Orders</td>
<td>0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$34,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase $198,240.00</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$232,240.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>583.06%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>583.06%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Change budget code from: [ ] Close Contract [ ] Contract Extension (29 days) [ ] Consent Only
- [ ] 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

- [x] Increase (greater than 29 days) contract expiration from: Mar 1, 2019 to Mar 31, 2021
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount [ ] Funding Source
- [ ] OTHER - explain below:

---

**afp 6698 Aug 16, 2018**

**Reviewed By (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<td>8-23-18</td>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
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<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<tr>
<td>[ ]</td>
<td>8-28-18</td>
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</table>

**SM 9-4-18**

**CB 9-11-18**
# Request for Change Order

**Procurement Services Division**

*Attach copies of all prior Change Orders*

<table>
<thead>
<tr>
<th>Purchase Order #: 3228-1 SERV</th>
<th>Original Purchase Order Date: Apr 1, 2018</th>
<th>Change Order #: 2</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name:</strong> MP 2 Energy NE</td>
<td><strong>Vendor #:</strong> 28847</td>
<td><strong>Dept Contact:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Decrease Line 8 by $118,237.51 to allow for electric utility distribution services to be billed directly to DuPage County by ComEd.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Change budget code from: ____________________________ to: ____________________________
- [ ] Increase/Decrease quantity from: ____________________________ to: ____________________________
- [ ] Price shows: ____________________________ should be: ____________________________
- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ____________________________ to: ____________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: ____________________________
- [ ] OTHER - explain below: ____________________________

---

**afp**  
6698  
Aug 16, 2018  
[Signature]

**Prepared By (Initials):**  
Date: Aug 16, 2018

**Recommended for Approval (Initials):**  
Phone Ext:  
Date:  
[Signature]

**REVIEWED BY (Initials Only):**  
**Buyer:**  
Phone Ext:  
Date: 8-23-18  
[Signature]

**Procurement Officer:**  
Phone Ext:  
Date: 8-28-18  
[Signature]

**Chief Financial Officer:**  
(Decision Memos Over $25,000)  
Phone Ext:  
Date: 8-28-18  
[Signature]

**Chairman's Office:**  
(Decision Memos Over $25,000)  
Phone Ext:  
Date: 8-29-18  
[Signature]

---

**Attachment:** MP2 Energy - Change Order (17-18-663 : MP2 Energy NE Change Order #2)

---

**Packet Pg. 529**
AMENDMENT TO RESOLUTION SM-P-0104-18
ISSUED TO EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION, INC. FOR THE CONSTRUCTION OF THE REDMOND RESERVOIR EXPANSION PROJECT FOR STORMWATER MANAGEMENT (CONTRACT INCREASE $297,017.20)

WHEREAS, Resolution SM-P-0104-18, was approved and adopted by the County Board on April 10, 2018; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the Change Order Notice to Contract 3176-0001-SERV issued to Earthwerks Land Improvement and Development Corporation, Inc., for construction of the Redmond Reservoir Expansion - Village of Bensenville Project, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order, dated August 3, 2018 to Contract 3176-0001-SERV, issued to Earthwerks Land Improvement and Development Corporation, Inc., for construction of the Redmond Reservoir Expansion - Village of Bensenville Project, for Stormwater Management, to increase the contract in the amount of $297,017.20, taking the contract amount of $2,452,982.80, resulting in an amended contract total amount not to exceed $2,750,000.00, an increase of 12.11%.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Request for Change Order**

*Procurement Services Division*

Attach copies of all prior Change Orders

**Purchase Order #:** 3176-0001SER  
**Original Purchase Order Date:** Apr 11, 2018  
**Change Order #:** 2  
**Department:** Stormwater Management  
**Vendor Name:** Earthwerks Land Improvement & Development Corp., Inc.  
**Vendor #:** 11452  
**Dept Contact:** Jamie Lock

**Background and/or Reason for Change Order Request:** The addition of line items to the contract is necessary in order to meet the requirements of this project. Additional quantities are also required for current line items in the bid due to field conditions. This change order will increase the total contract value.

**IN ACCORDANCE WITH 720 ILC$ 5/33E-9**

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest of the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
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</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$2,452,982.80</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>$297,017.20</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$2,750,000.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>12.11%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>12.11%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [x] Increase (greater than 29 days) contract expiration from:  
- [ ] Increase $2,500.00, or ≥ 10%, of current contract amount  
- [ ] Funding Source

- OTHER - explain below:

---

**JCL**  
**Prepared By (Initials):**  
**Phone Ext:** 6705  
**Date:** Aug 3, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:** 8-6-18  

**REVIEWED BY (Initials Only):**

- **Buyer:**  
  - **Date:** 8-13-18  
  - **Procurement Officer:**  
    - **Date:** 8-14-18

- **Chief Financial Officer**  
  (Decision Memos Over $25,000)  
  - **Date:** 8-15-18  
  - **Chairman's Office**  
    (Decision Memos Over $25,000)  
    - **Date:** 8-15-18

---

**Packet Pg. 531**

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
**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.

---

**Requesting Department:** Stormwater Management

**Contact Email:** Jamie.Lock@dupageco.org

**Department Contact:** Jamie Lock

**Contact Phone:** 630-407-6705

**Vendor Name:** Earthwerks Land Improvement and Development Corporation, Inc.

**Vendor #:** 11452

---

**Date:** Aug 3, 2018

**MinuteTraq (IQM2) ID #:** 13206

**Department Requisition #:** 16001807

---

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

Addition of line items to contract - The addition of line items and bid quantities to the contract are necessary in order to meet the requirements of this project. This additional work will result in a project increase of $297,017.20, which is 12.11% of the total contract value.

---

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

The addition of line items and increase in quantities for certain line items in the contract are necessary in order to meet the requirements of this project. This is a HUD funded project and all increases are expected to be covered by the grant.

---

**Strategic Impact**

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

Addition of these line items is necessary to successfully complete the intent of the project.

---

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

Earthwerks Land Improvement and Development Corporation, Inc. was the low bid contractor.

---

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

Staff recommends approval of the change order with Earthwerks to successfully complete the flood mitigation project.

---

**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.
Addition of Line Items to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Rip Rap A3</td>
<td>TON</td>
<td>224</td>
<td>$90.00</td>
<td>$20,160.00</td>
</tr>
<tr>
<td>New</td>
<td>Rip Rap A1</td>
<td>TON</td>
<td>112</td>
<td>$45.00</td>
<td>$5,040.00</td>
</tr>
<tr>
<td>New</td>
<td>Pump Suction Bell</td>
<td>EACH</td>
<td>2</td>
<td>$18,480.00</td>
<td>$36,960.00</td>
</tr>
</tbody>
</table>

Addition of Bid Quantities to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing</td>
<td>Rock Toe</td>
<td>TON</td>
<td>1000</td>
<td>$85.00</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>Existing</td>
<td>Earth Excavation</td>
<td>CY</td>
<td>8450</td>
<td>$27.00</td>
<td>$228,150.00</td>
</tr>
</tbody>
</table>
**Required Vendor Ethics Disclosure Statement**

**Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.**

<table>
<thead>
<tr>
<th>Company Name: Earthworks Corp</th>
<th>Company Contact: Dan Davies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-482-2341</td>
<td>Contact Email: <a href="mailto:LDAVIES@EARTHWERKSINC.COM">LDAVIES@EARTHWERKSINC.COM</a></td>
</tr>
</tbody>
</table>

**Date:** 3-15-2018

**Bid/Contract/PO #: 18-035-DT**

**Attachment:** Earthwerks - Vendor Ethics (17-18-364 : Earthwerks Change Order #2 - Redmond Reservoir Expansion Project - increase)

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Grant Eckhoff</td>
<td>Cash</td>
<td>$1,000/$2,000</td>
<td>1-31-15 / 1-10-16</td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>Gary Much</td>
<td>Cash</td>
<td>$500</td>
<td>2-16-17</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Add Line</th>
<th>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</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

http://www.dupageco.org/CountyBoardPolicies/  

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

**Authorized Signature:**

Printed Name: Dan Davies
Title: President
Date: 3-15-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, proposals were received in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to TeamAbsolute, to provide assistance with the set up and implementation of automated work flows for several Human Resources Documents, Manager Self Service, on-line benefit open enrollment and reviewing the current Employee Self Service set up structure to ensure optimum performance, for Human Resources.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide assistance with the set up and implementation of automated work flows for several Human Resources Documents, Manager Self Service, on-line benefit open enrollment and reviewing the current Employee Self Service set up structure to ensure optimum performance, for Human Resources, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to TeamAbsolute, 2277 Highway 36 W, Suite 160, Roseville, MN 55113, for a contract total amount of $62,000.00.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 7, 2018</td>
<td>$62,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Completed</td>
<td>09/07/2018 8:40 AM</td>
</tr>
<tr>
<td>Deborah Hanson</td>
<td>Completed</td>
<td>09/07/2018 8:50 AM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>09/07/2018 8:54 AM</td>
</tr>
<tr>
<td>Margaret Ewing</td>
<td>Completed</td>
<td>09/07/2018 9:26 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/07/2018 9:51 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>09/07/2018 10:09 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>09/07/2018 10:25 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>09/07/2018 11:00 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/07/2018 3:06 PM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>09/11/2018 9:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>09/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>09/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist

Vendor: TeamAbsolute
Vendor #: 12956

Contact: Deborah Hanson
Phone: 630-407-5036

Contract Term: One Year + 3 renewals
Contract Total: $52,200.00

Dept: IT/Human Resources

Assigned Committee: Technology

Description of Procurement/Scope of Work/Background:
To assist with the setup and implementation of automated workflows for several of Human Resources documents, Manager Self-Service, online benefit open enrollment and reviewing the current Employee Self Service set up structure to ensure optimum performance. This will continue the elimination of manual, paper-driven processes by task automation. TeamAbsolute is a consultant firm that specializes in Infor HR system improvements and implementations.

Reason for Procurement:
To automate current manual processes for several Human Resources/Payroll documents, open enrollment for County benefits and Management's access electronic employee information (e.g. accruals, annual reviews, etc.)

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): FY18 & FY19 - 6000-1235-53020

☐ Budget Transfer (Date) ____________ Add'l Information ____________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID < $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # ____________ ☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☒ EXPLANATION OF REQUEST FOR PROPOSAL RFP # 18-150-JM ____________ (include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # ____________

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________

PREPARED BY AND APPROVAL(S) (Initials Only)

SJC ____________ Sep 6, 2018 ____________ Recommended for Approval ____________ Date 9-7-18

Prepared By ____________ Date ____________ IT Approval, if required ____________ Date ____________

REVIEWED BY (Initials Only)

Buyer ____________ 9/7/18 ____________ Procurement Officer ____________ Date 9-7-18

Chief Financial Officer ____________ Date ____________ Chairman's Office ____________ (Decision Memos Over $25,000)

(Decision Memos Over $25,000) ____________ Date ____________
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: TeamAbsolute</th>
<th>Vendor #: 12956</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Steve Brown</td>
<td>Email: <a href="mailto:steve.brown@teamabsolute.com">steve.brown@teamabsolute.com</a></td>
<td>Attn: Deborah Hanson</td>
<td>Email: <a href="mailto:Deborah.Hanson@dupageco.org">Deborah.Hanson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 2277 Highway 36 W Ste 160</td>
<td></td>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Roseville</td>
<td>State: MN</td>
<td>Zip: 55113</td>
<td></td>
</tr>
<tr>
<td>Phone: (720) 454-8429</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: TeamAbsolute</th>
<th>Vendor #: 12956</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Steve Brown</td>
<td>Email: <a href="mailto:steve.brown@teamabsolute.com">steve.brown@teamabsolute.com</a></td>
<td>Attn: Deborah Hanson</td>
<td>Email: <a href="mailto:Deborah.Hanson@dupageco.org">Deborah.Hanson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 2277 Highway 36 W Ste 160</td>
<td></td>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Roseville</td>
<td>State: MN</td>
<td>Zip: 55113</td>
<td></td>
</tr>
<tr>
<td>Phone: (720) 454-8429</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: TeamAbsolute</th>
<th>Vendor #: 12956</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Steve Brown</td>
<td>Email: <a href="mailto:steve.brown@teamabsolute.com">steve.brown@teamabsolute.com</a></td>
<td>Attn: Deborah Hanson</td>
<td>Email: <a href="mailto:Deborah.Hanson@dupageco.org">Deborah.Hanson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 2277 Highway 36 W Ste 160</td>
<td></td>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Roseville</td>
<td>State: MN</td>
<td>Zip: 55113</td>
<td></td>
</tr>
<tr>
<td>Phone: (720) 454-8429</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Use for**

- Contract Administrator: Sarah Godzicki
- PO25 only

**Destination**

- PO25 only

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acct Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Consulting Services for Infor HR System</td>
<td>6000</td>
<td>1235</td>
<td>53020</td>
<td></td>
<td></td>
<td>62,200.00</td>
<td>62,200</td>
</tr>
</tbody>
</table>

**Requisition Total:** $62,200

**Header Comments**

(these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver**

(these comments will NOT appear on the Purchase Order):

**User Department Internal Notes**

(these comments will NOT appear on the Purchase Order):

RFP price $52,200 + $10,000 contingency = $62,200.00
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: Sep 6, 2018

MinuteTraq (IQM2) ID #: n/a

Department Requisition #: n/a

Requesting Department: IT/ Human Resources

Department Contact: Information Technology

Contact Email: Deborah.Hanson@Dupageco.org

Contact Phone: 630-407-5036

Vendor Name: TeamAbsolute

Vendor #: n/a

Action Requested

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

Approval of new contract with TeamAbsolute for a total cost of $62,200.00 (includes $52,200 bid price + $10,000 contingency).

Summary Explanation/Background

- Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

TeamAbsolute is a consulting firm who works specifically with the Infor HR system. They will assist the IT and HR Departments to assess the current Infor structure for HR/Payroll, plan and then implement Manager Self-Service, workflow to automate several Human Resources/Payroll documents and online enrollment for employee benefits.

Strategic Impact

Customer Service

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

By doing this, we will reduce some of the manual processes which impact Human Resources and other County Departments and Offices. It will allow employees to move towards a more automated option to complete tasks which will streamline processes, reduce paper documents, and collect and retain this data within the Infor system.

Source Selection/Vetting Information

- Describe method used to select source.

An RFP was issued; the proposals were evaluated and scored. Reference checks were performed and found to be satisfactory. Within the Infor products, TeamAbsolute concentrates on providing services for the HR modules.

Recommendations/Alternatives

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

Staff recommends that we contract with TeamAbsolute to assist with set up with system upgrades for automated workflows, Manager Self Service and online open enrollment.

The other option would be to continue processes manually; seek additional assistance through IT Department.

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.

FY18 & FY19 - $62,200.00 with funding 6000-1235-53020.

Attachment: TeamAbsolute - Decision Memo (TE-P-0240-18 : TeamAbsolute)
Project Understanding

TEAMabsolute is extremely interested in this project, primarily because it is an excellent match for our skill set and experience. TEAMabsolute is able, upon request, to cite numerous instances where we have been asked to complete (or, in some cases, correct) Infor Lawson implementation work that was initially managed by other firms. Our understanding of the project is limited to the information shared in the RFP, but our experience helps us understand what we know will need to happen to make this a successful effort.

TEAMabsolute recommends that the County attend relevant Infor-provided training prior to project start. This preparation will allow you to be familiar with the new tools and technology to ensure you have a solid foundation to build upon as we progress. Once the Infor training is complete, TEAMabsolute will work with the County to kick off the planning process. We will identify key information regarding current applications in relation to Open Enrollment and Manager Self Service. Then, we will assemble the project charter and the necessary components for planning and initiation. The planning session will wrap up with identifying key County project resources and their level of participation required to drive the project to success.

TEAMabsolute will utilized the following well-tested and successful implementation methodology for DuPage County:

**Project Planning and Design Phase**

A detailed Implementation Plan will be collaboratively developed for after evaluating and reviewing specific factors such as:

- County Business Objective and Drivers
- Module(s) being implemented
- County department structures and sizes
- Resource availability
- Other system and project dependencies
• County direction and critical dates

**Scope Definition**

We will focus on defining and validating the objectives of the project. The initial development of the project plan will include the evaluation and definition of the roles and responsibilities. As part of the Scope Definition phase, we will complete a Business Process Review and Technical Review and define deliverables. Milestones and Check Points will be established, and goals will be prioritized. With Project Sponsor Approval, we will move forward to a more detailed Planning Phase.

The detailed project plan will be completed with work breakdown structure, division of responsibility, and definitive scheduling. This phase will involve resourcing, communication planning and definition of Quality Control. Alongside DuPage County, we will examine the process and technology to be used and define requirements of the project with the requisite project architecture. A solution and plan will be developed that comprises the required specifications for the proposed project architecture, integration and management requirements.

**Project Planning:**

- Kick-Off Meeting
- Scope Definition

*Deliverable: Project Plan*

**Design:**

- Training (Core Team)
- Application Exploration/Design Planning
- Documentation – Design Docs & MoSCoW Matrix
- Lawson Security Overview Sessions
- Security Needs Analysis

*Deliverable: Training Documentation, Design Doc, Security Analysis*
Construction/Build/Upgrade Phase

This is the phase of the project where the solution will be upgraded, tested, and finalized. Also included are required technology related tasks.

Construction
This phase incorporates required activities for the deployment of the defined solution. During this phase the new system is built, tested, and finalized for the activation.

*Deliverable: Testing Strategy Documentation, Cloud Assessment*

Build
- Construct Prototype
- Functional Design and Setup
- Application and Technical Training and Mentoring
- Develop test cases/scripts
- Security Design
- Develop Security Structure
- Security Considerations and deployment

*Deliverable: Updated Design Documentation, Test Scripts, Security Design*

Unit Test
- Test Prototype – Transactions
- Test Prototype - Reports
- Test Prototype - Security
- Identify Workflows
- Evaluate Prototype Test Reports
- Gap Analysis

*Deliverable: Unit Test Sign Off, Gap Analysis*
Data Mapping
- Map Data to Convert to Infor HCM
- Conversion
- Evaluate Results
- Clean up Legacy Records
- Document Conversion Plan
- Review Conversion Plan with Project Sponsor (Signoff)

*Deliverable: Data Conversion Documentation*

Revise Prototype
- Detail/Spec out Interfaces (Functional Requirements, Technical Requirements)
- Detail Design Process Flows
- Build out Full Structure
- Test Conversions – Evaluate Results, repeat as necessary (Review/Revise mapping of conversion)
- ID Gap Solutions
- Build Interfaces
- Build of Process Flows
- Build Training Guides

*Deliverables: Design Doc for Interfaces, Design Doc for Process Flows, Gap Solutions Documentation, Test Conversion Documentation, Training Guides*

Activation/Testing Phase

This stage includes end user mentoring, technical mentoring, UAT (user acceptance testing). The goal of the mentoring is to prepare DuPage County with the expertise necessary to run the applications and related technologies. Also included within this phase is the testing of the designed prototypes and the evaluation of those results. Due to reoccurring testing, changes will be expected and applied throughout the course of the project. Final UAT testing is the validation of a complete and working solution.

System Test/User Acceptance Testing
- Application Testing
- Process Flow Testing
• Interface Testing
• Evaluate System Test Results

**Deliverables: System Test Documentation**

---

**Go-Live Phase**

TEAMabsolute will work with DuPage County to minimize the impact of the production cutover and document a detailed Go-Live plan. TEAMabsolute will execute a final pass to bring the current production data to the selected version, conduct a rapid validation and testing, and then prepare to release to the entire client organization.

Post Go-Live Support is provided as planned and needed to resolve critical system issues quickly with minimal business interruption. TEAMabsolute will provide functional system support and resolution of issues for 90 days beyond the go-live date.

Ongoing Support is available to ensure critical business system support of issues and response to questions during key business hour periods. This support is additional, but configurable to your needs. It can include the logging and management of all issues with Infor Support or other vendors and is managed with our Incident Management System. Each client receives a personal support contact.

**Go Live:**
• User Refresh
• Final Data Migration and Conversion
• Go Live Configuration for Interfaces
• Go Live Data Validation
• Post Go Live Support

**Deliverables:** Go Live plan with timings and tasks for project team members, Go Live Pass timings and verification documentation for the final cutover to the CloudSuite environment.

TEAMabsolute Project Manager will deliver final issues log, final Project Plan and any other documentation created during the course of the project.
The below chart is a high-level, graphical representation of the anticipated timeline for the DuPage County project:

<table>
<thead>
<tr>
<th>Project Week</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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</thead>
<tbody>
<tr>
<td>Project Management</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Self Service/Open Enrollment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Review &amp; Planning</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Build (forms and links)</td>
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<tr>
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</tr>
<tr>
<td>User Guide Creation</td>
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<td></td>
</tr>
<tr>
<td>Mentoring</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Testing</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Production Rollout</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Manager Self Service</td>
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<tr>
<td>Review &amp; Planning</td>
<td></td>
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<tr>
<td>Security (Design and Build)</td>
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</tr>
<tr>
<td>User Guide Creation</td>
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<td></td>
</tr>
<tr>
<td>Testing</td>
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</tr>
<tr>
<td>Production Rollout</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
SECTION 8 - MANDATORY FORMS

#18-150-JM PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Business Name of Proposer</th>
<th>Business Systems Consulting, Inc. dba TEAMabsolute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>2277 Highway 38 W Ste 180</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Roseville, MN 55113</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(612) 746-4070</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(612) 746-4071</td>
</tr>
<tr>
<td>Proposal Contact Person</td>
<td>Steve Brown (720) 464-8429</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:steve.brown@teamabsolute.com">steve.brown@teamabsolute.com</a></td>
</tr>
<tr>
<td>Federal Tax Identification Number</td>
<td>41-1770468</td>
</tr>
</tbody>
</table>

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is the Owner/Sole Proprietor

☐ a Member of the Partnership

☒ an Officer of the Corporation

☐ a Member of the Joint Venture

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

Kent A. Jacobson

(President or Partner)

N/A

(Secretary or Partner)

Kimberly M. Jacobson

(Vice-President or Partner)

N/A

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits,

including Addenda No. 1, 2 and issued thereto;

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

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate. Further, the undersigned certifies that the Offeror is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or because of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The County of DuPage

INFOR/Lawson Consulting Services for HR & Payroll Employee Self-Service Portal #18-150-JM
Page 18 of 27
The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

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

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

The undersigned hereby accepts all administrative requirements of the RFP and will follow such requirements.

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

The Contractor agrees to provide the equipment, 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

[Signature]

(Signature and Title)

Corporate Seal (if available)

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

Subscribed and sworn to before me this [ ] day of [ ], 2018

Signature on File

(Notary Public)

My Commission Expires: 1/31/19

[Signature]

SHERRY L BECKER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2019

Notary Seal

The County of DuPage

INFOR/Lawson Consulting Services for HR & Payroll Employee Self-Service Portal #18-150-JM

Page 19 of 27
DUPAGE COUNTY PROCUREMENT SERVICES DIVISION

INFOR/LAWSON CONSULTING SERVICES FOR HR/PAYROLL EMPLOYEE SELF SERVICE #18-150-JM

RFP Open: 7/23/2018 @ 2:30 pm

RFP Evaluation Scorecard

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available Points</th>
<th>Team Absolute</th>
<th>Cherry Road Technologies</th>
<th>RPI Consultants</th>
<th>Infor</th>
<th>Bails &amp; Associates</th>
<th>Kinsey &amp; Kinsey</th>
<th>HyBridge Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Qualifications</td>
<td>15</td>
<td>12</td>
<td>15</td>
<td>15</td>
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<td>Key Qualifications</td>
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<td>Project Understanding</td>
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<td>25</td>
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<td>25</td>
<td>30</td>
<td>20</td>
<td>20</td>
<td>25</td>
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<tr>
<td>Price (scored by Procurement)</td>
<td>40</td>
<td>40</td>
<td>14</td>
<td>22</td>
<td>8</td>
<td>17</td>
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<tr>
<td>Total</td>
<td>100</td>
<td>92</td>
<td>74</td>
<td>72</td>
<td>68</td>
<td>62</td>
<td>51</td>
<td>48</td>
</tr>
</tbody>
</table>

**PRICE SCORING**

| Task 1: Implement Open Enrollment for ESS | $20,000.00 | $70,000.00 | $42,550.00 | $163,341.00 | $57,024.00 | $89,600.00 | $74,900.00 |
| Task 2: Implement Manager Self Service MSS | $25,000.00 | $70,000.00 | $46,250.00 | $84,146.00 | $42,444.00 | $83,200.00 | $63,800.00 |
| Travel Costs (Estimated at 25% of Services) | $7,200.00 | $14,000.00 | $7,500.00 | Included in above pricing | $24,867.00 | $12,000.00 | $21,000.00 |
| Grand Total - Not to Exceed Price | $52,200.00 | $154,000.00 | $96,300.00 | $247,487.00 | $124,335.00 | $184,800.00 | $159,700.00 |

| Percentage of Points | 100% | 34% | 54% | 21% | 42% | 28% | 33% |
| Points awarded (wt against lowest price) | 40 | 14 | 22 | 8 | 17 | 11 | 13 |

**NOTES:**

- PRICE SCORING
- 14.A.f

RFP Posted/Advertised | 6/22/2018
Invitations Sent | 102
Total Requesting Documents | 14
Total RFP Responses Received | 7
RFP Opening Attended by | JEM, CH

Packet Pg. 548
Required Vendor Ethics Disclosure Statement

Date: 7-11-2018

BID/Contract/PO #

Company Name: TEAMabsolute
Company Contact: Kimberly M. Jacobson
Contact Phone: 
Contact Email: Kim.Jacobson@teamabsolute.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting party, and political action committees to which the contracting party has made contributions.

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, linked services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Brown</td>
<td>720-454-8429</td>
<td><a href="mailto:Steve.Brown@teamabsolute.com">Steve.Brown@teamabsolute.com</a></td>
</tr>
</tbody>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Kimberly M. Jacobson
Title: Vice President
Date: 7/11/2018

Signature on File

Attaches additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
Other Action Item

17-18-911

Request Date: 9/6/18  Account Code: 1000-1115

Purpose of Trip: (explain fully the necessity of making the trip)

To attend the Hexagon User Group Conference.

Destination: Westminster, CO

Date of Departure: 11/04/18  Date of Return Arrival: 11/07/18
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>110</td>
</tr>
<tr>
<td>Transportation</td>
<td>550</td>
</tr>
<tr>
<td>Lodging</td>
<td>600</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>200</td>
</tr>
<tr>
<td>Total</td>
<td>$1,460.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## Hexagon Public Safety Users Group Conference 2018

### NOVEMBER 4 • SUNDAY

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>4:00pm – 6:00pm</td>
<td>Registration Open</td>
<td>Westcliff A Ballroom</td>
</tr>
<tr>
<td>6:30pm – 10:00pm</td>
<td>Welcome Reception - Conference Kickoff</td>
<td>Ballroom</td>
</tr>
</tbody>
</table>

### NOVEMBER 5 • MONDAY

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am – 8:30am</td>
<td>Breakfast</td>
<td>Tiller's Restaurant</td>
</tr>
<tr>
<td>8:00am – 3:00pm</td>
<td>Registration Open</td>
<td>Westcliff A Ballroom</td>
</tr>
<tr>
<td>8:30am – 8:45am</td>
<td>USDD Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>8:45am – 9:00am</td>
<td>Platinum Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>9:00am – 9:45am</td>
<td>GIS/Mapping: Map Roll and GIS</td>
<td>Salon A</td>
</tr>
<tr>
<td></td>
<td>Speakers: Rose Abbors</td>
<td></td>
</tr>
<tr>
<td>9:00am – 5:00pm</td>
<td>Vendor Hall Open</td>
<td>Ballroom</td>
</tr>
<tr>
<td>10:00am – 11:00am</td>
<td>Hexagon Roadmap</td>
<td>Ballroom</td>
</tr>
<tr>
<td>11:15am – 12:00pm</td>
<td>ASAP Program</td>
<td>Salon A</td>
</tr>
<tr>
<td></td>
<td>Speakers: Bill Hotgood</td>
<td></td>
</tr>
<tr>
<td>12:00pm – 1:00pm</td>
<td>Lunch Break</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:10pm – 12:20pm</td>
<td>NICE Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:20pm – 12:30pm</td>
<td>Deccan Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:30pm – 12:40pm</td>
<td>Emergency Reporting Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:40pm – 12:50pm</td>
<td>FATPOT Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:50pm – 1:00pm</td>
<td>NetMotion Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>1:00pm – 2:00pm</td>
<td>RMS: Breakout Roundtable</td>
<td>Ballroom</td>
</tr>
<tr>
<td>2:00pm – 4:00pm</td>
<td>CAD: CAD SysAdmin Training</td>
<td>Salon A</td>
</tr>
<tr>
<td></td>
<td>Speakers: Hxgn Trainer</td>
<td></td>
</tr>
<tr>
<td>4:00pm – 5:00pm</td>
<td>RMS: Quiz the RMS Wizards</td>
<td>Ballroom</td>
</tr>
<tr>
<td></td>
<td>Speakers: Hxgn Trainer</td>
<td></td>
</tr>
<tr>
<td>6:00pm – 8:00pm</td>
<td>Evening Reception</td>
<td>Ballroom</td>
</tr>
</tbody>
</table>

### NOVEMBER 6 • TUESDAY

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am – 8:30am</td>
<td>Breakfast</td>
<td>Tiller's Restaurant</td>
</tr>
<tr>
<td>8:00am – 8:45am</td>
<td>Rapid SOS Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>8:45am – 9:00am</td>
<td>Platinum Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>9:00am – 5:00pm</td>
<td>Vendor Hall Open</td>
<td>Ballroom</td>
</tr>
<tr>
<td>9:15am – 10:00am</td>
<td>CAD: CAD Reporting</td>
<td>Salon A</td>
</tr>
<tr>
<td></td>
<td>Speakers: Ken Reese</td>
<td></td>
</tr>
<tr>
<td>10:00am – 11:00am</td>
<td>EdgeFrontier: Breakout Roundtable</td>
<td>Ballroom</td>
</tr>
<tr>
<td>10:00am – 12:00pm</td>
<td>MPS: MPS SysAdmin Training</td>
<td>Salon E</td>
</tr>
<tr>
<td></td>
<td>Speakers: Hxgn Trainer</td>
<td></td>
</tr>
<tr>
<td>12:00pm – 1:00pm</td>
<td>Lunch Break</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:10pm – 12:20pm</td>
<td>Panasonic Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:20pm – 12:30pm</td>
<td>ARC Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>Time</td>
<td>Session</td>
<td>Location</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>12:30pm – 12:40pm</td>
<td>Purvis Systems Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:40pm – 12:50pm</td>
<td>MCM Technology Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>12:50pm – 1:00pm</td>
<td>Priority Dispatch Sponsor Presentation</td>
<td>Ballroom</td>
</tr>
<tr>
<td>1:30pm – 2:30pm</td>
<td>CAD: Breakout Roundtable</td>
<td>Ballroom</td>
</tr>
<tr>
<td>1:30pm – 3:00pm</td>
<td>RMS: WebRMS</td>
<td>Salon A</td>
</tr>
<tr>
<td>1:30pm – 3:30pm</td>
<td>MPS: Breakout Roundtable</td>
<td>Ballroom</td>
</tr>
<tr>
<td>2:30pm – 3:00pm</td>
<td>MAP: Mapping SysAdmin Training</td>
<td>Church Ranch A</td>
</tr>
<tr>
<td>3:00pm – 3:30pm</td>
<td>RMS: RMS SysAdmin Training</td>
<td>Salon A</td>
</tr>
<tr>
<td>3:00pm – 5:00pm</td>
<td>MOBILE: Mobile Responder Implementation</td>
<td>Salon E</td>
</tr>
<tr>
<td>7:30am – 8:30am</td>
<td>Breakfast</td>
<td>Tiller's Restaurant</td>
</tr>
<tr>
<td>9:00am – 10:00am</td>
<td>CAD: Quiz the CAD Wizards</td>
<td>Ballroom</td>
</tr>
<tr>
<td>10:00am – 11:00am</td>
<td>MPS: MPS Customizations</td>
<td>Salon A</td>
</tr>
<tr>
<td>11:00am – 12:00pm</td>
<td>Conference Closing Session</td>
<td>Ballroom</td>
</tr>
</tbody>
</table>
Other Action Item

17-18-912

<table>
<thead>
<tr>
<th>Request Date: 9/6/18</th>
<th>Account Code: 1000-1115</th>
</tr>
</thead>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)

To attend the Hexagon User Group Conference.

<table>
<thead>
<tr>
<th>Destination: Westminster, CO</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure: 11/04/18</th>
<th>Date of Return Arrival: 11/07/18</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

| Registration: | 110 |
| Transportation: | 550 |
| Lodging: | 600 |
| Rental Car: | 0 |
| Reference Materials: | 0 |
| Meals: (Per Diems) | 200 |
| Total: | $1,460.00 |

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Hexagon Public Safety Users Group Conference 2018

NOVEMBER 4 • SUNDAY

4:00pm – 6:00pm  G  Registration Open

6:30pm – 10:00pm  R  Welcome Reception - Conference Kickoff

NOVEMBER 5 • MONDAY

7:30am – 8:30am  M  Breakfast

8:00am – 3:00pm  G  Registration Open

8:30am – 8:45am  V  USDD Sponsor Presentation

8:45am – 9:00am  V  Platinum Sponsor Presentation

9:00am – 9:45am  P  GIS/Mapping: Map Roll and GIS
  Speakers: Rose Abbors

10:00am – 11:00am  P  Hexagon Roadmap

11:15am – 12:00pm  P  ASAP Program
  Speakers: Bill Hotgood

12:00pm – 1:00pm  M  Lunch Break

12:30pm – 1:00pm  V  Emergency Reporting Sponsor Presentation

12:40pm – 1:00pm  V  FATPOT Sponsor Presentation

1:00pm – 2:00pm  B  RMS: Breakout Roundtable

2:00pm – 4:00pm  T  CAD: CAD SysAdmin Training
  Speakers: Hxgn Trainer

4:00pm – 5:00pm  B  RMS: Quiz the RMS Wizards
  Speakers: Hxgn Trainer

6:00pm – 8:00pm  R  Evening Reception

NOVEMBER 6 • TUESDAY

7:30am – 8:30am  M  Breakfast

8:30am – 8:45am  V  Rapid SOS Sponsor Presentation

8:45am – 9:00am  V  Platinum Sponsor Presentation

9:00am – 5:00pm  V  Vendor Hall Open

9:15am – 10:00am  P  CAD: CAD Reporting
  Speakers: Ken Reese

10:00am – 11:00am  B  EdgeFrontier: Breakout Roundtable

10:00am – 12:00pm  T  MPS: MPS SysAdmin Training
  Speakers: Hxgn Trainer

12:00pm – 1:00pm  M  Lunch Break

12:10pm – 12:20pm  V  Panasonic Sponsor Presentation

12:20pm – 12:30pm  V  ARC Sponsor Presentation
<table>
<thead>
<tr>
<th>Time</th>
<th>Room</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:30pm – 12:40pm</td>
<td>V</td>
<td>Purvis Systems Sponsor Presentation</td>
</tr>
<tr>
<td>12:40pm – 12:50pm</td>
<td>V</td>
<td>MCM Technology Sponsor Presentation</td>
</tr>
<tr>
<td>12:50pm – 1:00pm</td>
<td>V</td>
<td>Priority Dispatch Sponsor Presentation</td>
</tr>
<tr>
<td>1:30pm – 2:30pm</td>
<td>B</td>
<td>CAD: Breakout Roundtable</td>
</tr>
<tr>
<td>1:30pm – 3:00pm</td>
<td>P</td>
<td>RMS: WebRMS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Speakers: Heather Reynolds</td>
</tr>
<tr>
<td>2:30pm – 3:30pm</td>
<td>B</td>
<td>MPS: Breakout Roundtable</td>
</tr>
<tr>
<td>3:00pm – 5:00pm</td>
<td>T</td>
<td>MAP: Mapping SysAdmin Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Speakers: Hxgn Trainer</td>
</tr>
<tr>
<td>3:00pm – 5:00pm</td>
<td>T</td>
<td>RMS: RMS SysAdmin Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Speakers: Hxgn Trainer</td>
</tr>
<tr>
<td>4:00pm – 5:00pm</td>
<td>P</td>
<td>MOBILE: Mobile Responder Implementation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Speakers: Brian ODell</td>
</tr>
<tr>
<td>NOVEMBER 7 • WEDNESDAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7:30am – 8:30am</td>
<td>M</td>
<td>Breakfast</td>
</tr>
<tr>
<td>9:00am – 10:00am</td>
<td>B</td>
<td>CAD: Quiz the CAD Wizards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Speakers: Hxgn Trainer</td>
</tr>
<tr>
<td>10:00am – 11:00am</td>
<td>P</td>
<td>MPS: MPS Customizations</td>
</tr>
<tr>
<td>11:00am – 12:00pm</td>
<td>P</td>
<td>Conference Closing Session</td>
</tr>
</tbody>
</table>

Approval is requested to have the Chief Information Officer attend the Illinois Counties Information Management Association (ICIMA) 2018 Fall Conference in Utica, Illinois from October 4, 2018 through October 5, 2018 for an approximate cost of $400.00.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title: Chief Information Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department: Information Systems</td>
<td></td>
</tr>
<tr>
<td>Request Date: 08/23/18</td>
<td>Account Code: See Below</td>
</tr>
</tbody>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the Illinois Counties Information Management Association (ICIMA) 2018 Fall Conference.

**To be paid out of 1000-1110-53500, -53510, & -53610

<table>
<thead>
<tr>
<th>Destination: Utica, IL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Departure: 10/04/2018</td>
</tr>
</tbody>
</table>

(Please include a detailed explanation if different from official business dates)

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>50</td>
</tr>
<tr>
<td>Transportation:</td>
<td>100</td>
</tr>
<tr>
<td>Lodging:</td>
<td>150</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>100</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$ 400.00</strong></td>
</tr>
</tbody>
</table>

**Reviewed by and Date Approved**

- Sarah Godzicki | Completed 09/06/2018 10:04 AM
- Deborah Hanson | Completed 09/06/2018 10:06 AM
- Donald Carlsen | Completed 09/06/2018 12:03 PM
- Technology Committee | Pending 09/11/2018 9:00 AM
- County Board | Completed 09/11/2018 10:00 AM
# Illinois Counties Information Management Association (ICIMA)

**Starved Rock Lodge – Utica, Illinois**

**2018 Conference – Agenda (October 4-5, 2018)**

<table>
<thead>
<tr>
<th>Thursday October 4th</th>
<th>Time</th>
<th>Event/Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>11:00 to 11:30</td>
<td></td>
<td>Conference Registration in the Starved Rock Room</td>
</tr>
<tr>
<td>11:30 to 12:30</td>
<td></td>
<td>Lunch (Provided) &amp; Round Table 1: Election Security</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IL Cyber Navigator, MS-ISAC SOC, Albert</td>
</tr>
<tr>
<td>12:30 to 1:15</td>
<td></td>
<td>Round Table 2: Implement an Effective Mandatory IT Training Program</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Strategies, Formats, Implementation Techniques &amp; Tools</td>
</tr>
<tr>
<td>1:15 to 1:30</td>
<td></td>
<td>Break</td>
</tr>
<tr>
<td>1:30 to 2:00</td>
<td></td>
<td>LRS: NIST Cyber Security Framework</td>
</tr>
<tr>
<td>2:00 to 2:45</td>
<td></td>
<td>Round Table 3: State of IL DoIT Security Coordination</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kirk Lonbom &amp; Chris Hill</td>
</tr>
<tr>
<td>2:45 to 3:00</td>
<td></td>
<td>Break</td>
</tr>
<tr>
<td>3:00 to 3:30</td>
<td></td>
<td>Insight: Leveraging AWS</td>
</tr>
<tr>
<td>3:30 to 4:30</td>
<td></td>
<td>Round Table 4: Information &amp; Resource Sharing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFPs, Policies &amp; Procedures, Systems, Applications, Position Descriptions</td>
</tr>
<tr>
<td>4:30 to 5:00</td>
<td></td>
<td>Intradyn: Social Media Archival</td>
</tr>
<tr>
<td>5:00 to 6:30</td>
<td></td>
<td>Social Networking</td>
</tr>
<tr>
<td>6:30</td>
<td></td>
<td>Dinner in the Starved Rock Lodge Dining Room</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Friday October 5th</th>
<th>Time</th>
<th>Event/Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:30 to 9:00</td>
<td></td>
<td>Breakfast and ICIMA Business Meeting (Election, Bylaws, Other)</td>
</tr>
<tr>
<td>9:00 to 9:15</td>
<td></td>
<td>Break</td>
</tr>
<tr>
<td>9:15 to 9:45</td>
<td></td>
<td>ICIMA Spring Venue &amp; Agenda</td>
</tr>
<tr>
<td>9:45 to 10:45</td>
<td></td>
<td>Round Table 5: CJIS Audits</td>
</tr>
<tr>
<td></td>
<td></td>
<td>How to Navigate a Successful CJIS Audit</td>
</tr>
<tr>
<td>10:45 to 11:00</td>
<td></td>
<td>Break</td>
</tr>
<tr>
<td>11:00 to 12:00</td>
<td></td>
<td>Conference Wrap Up</td>
</tr>
</tbody>
</table>

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A Special thank you to our SPONSORS –
AKA, CDWG, Defin.net, Heartland, Insight, Intradyn, LRS, Presidio, SSI, Tegile
http://www.icimaonline.org
LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR CH 29/GREENBROOK BOULEVARD
(FROM COUNTY FARM ROAD TO LAKE STREET (US 20)
SECTION 18-00285-02-RS
(ESTIMATED COUNTY COST $302,389.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic, desire to improve CH 29/Greenbrook Boulevard, from County Farm Road to Lake Street (US 20), Section 18-00285-02-RS (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, a Local Public Agency Agreement for Federal Participation (hereinafter referred to as AGREEMENT) has been prepared and is attached hereto, which outlines the financial responsibilities of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the IMPROVEMENT, with an estimated total cost of construction of $1,007,963.00, of which up to $705,574.00 to be funded by the STATE, resulting in an estimated total cost of construction to the COUNTY of $302,389.00; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the construction cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Chairman and Clerk of the Board be hereby directed and authorized to execute the above referenced AGREEMENT with the STATE; and
Resolution

DT-R-0391-18

BE IT FURTHER RESOLVED, that six (6) original copies of this Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name: Greenbrook Boulevard  
Route: FAP 0361 & FAU 3810  
Length: 1.21 mi.

Termini: County Farm Road to Lake Street (US 20)

**Current Jurisdiction**  
LPA  
TIP Number: 08-15-0027  
Existing Structure No: N/A

**Project Description**

Resurface with high-friction pavement, narrow lanes to 11-feet wide to fit 4-foot median for centerline rumble strip and add lighting.

**Division of Cost**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STU</th>
<th>LPA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>705,574</td>
<td>302,389</td>
<td>1,007,963</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railroads</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 705,574</td>
<td>$ 302,389</td>
<td>$ 1,007,963</td>
</tr>
</tbody>
</table>

*Maximum FHWA(STU) participation 70% not to exceed $705,574.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A—Lump Sum (80% of LPA Obligation)  
METHOD B—___________ Monthly Payments of __________ due by the __________ of each successive month  
METHOD C—LPA's Share Balance __________ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies A of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

- **Method A - Lump Sum Payment.** Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

- **Method B - Monthly Payments.** Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

- **Method C - Progress Payments.** Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ICS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and service necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
15.A.a

(Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be for the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

To regulate parking and traffic in accordance with the approved project report.

To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. The extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62704), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

The LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

1. To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

2. (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

4. (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
   b. To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

3. This Agreement shall be binding upon the parties, their successors and assigns.

4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award a performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the event of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

---

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

*Number 1 - Location Map, Number 2 – LPA Appropriation Resolution*

(In Insert Addendum numbers and titles as applicable)

---

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Daniel J. Cronin

Name of Official (Print or Type Name)

County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency’s TIN number is 36-6006551 conducting business as a Governmental Entity.

DUNS Number 135836026

**APPROVED**

State of Illinois

Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Resolutions

DT-R-0869-18

RESOLUTION
TO SUPPORT SUBURBAN O'HARE COMMISSION
AND FINANCIAL CONTRIBUTION FOR TECHNICAL SERVICES
RELATED TO O'HARE AIRPORT NOISE MITIGATION PROJECT
(COUNTY COST: ANNUAL MEMBERSHIP DUES $2,500.00
AND TECHNICAL ANALYSIS $30,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) advocates and
supports environmental quality and public health throughout DuPage County and the region; and

WHEREAS, O'Hare Airport noise constitutes a public environmental quality and health
concern; and

WHEREAS, the COUNTY is a member of the Suburban O'Hare Commission
(hereinafter referred to as SOC); and

WHEREAS, SOC membership has adopted a policy which advocates the mitigation of
noise impacts related to O'Hare Airport operations throughout the region; and

WHEREAS, SOC has previously contracted with nationally recognized aviation and
environmental experts JDA Aviation Technology Solutions (hereinafter referred to as JDA) for
the analysis of noise impacts and for the purposes of analyzing noise data and recommending
new noise mitigation procedures for use by Chicago Department of Aviation (hereinafter referred
to as CDA); and

WHEREAS, the CDA has previously accepted and implemented Fly Quiet and nighttime
noise mitigation recommendations from JDA to the benefit of DuPage County and the region;
and

WHEREAS, the CDA has proposed an interim Fly Quiet and overnight runway rotation
plan effecting different populations throughout DuPage County; and

WHEREAS, upon completion of the O'Hare Modernization Plan, new runways and
operational patterns will exist which effect different populations throughout DuPage County and
the region; and

WHEREAS, interim and future runway rotation plans require monitoring, analysis and
reporting (hereinafter referred to as ANALYSIS); and

WHEREAS, JDA, having expertise in providing these services, has provided SOC with a
proposal for the ANALYSIS; and

WHEREAS, SOC member communities including the COUNTY have previously
committed and contributed their fair shares toward noise mitigation work, with the COUNTY
having contributed $57,500.00; and
Resolution

DT-R-0869-18

WHEREAS, SOC has requested, in partnership with other SOC member communities, a fair share commitment of up to $30,000.00 from the COUNTY for JDA ’s services; and

WHEREAS, SOC has requested annual membership dues in the amount of $2,500.00.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that it supports the ANALYSIS; and

BE IT FURTHER RESOLVED that the financial contribution of up to $30,000.00 (50% in FY2019 and the balance in FY2020) for the ANALYSIS and $2,500.00 for annual FY2019 dues shall be paid to Suburban O’Hare Commission upon receipt of an invoice from SOC; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be sent to the Suburban O’Hare Commission, Attention Mayor Craig Johnson, Chairman, Elk Grove Village, 901 Wellington Avenue, Elk Grove Village, Illinois 60007, by and through the Division of Transportation.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
MEMORANDUM

To: DuPage County Transportation Committee

From: Christopher Snyder
Director of Transportation/County Engineer

Date: August 30, 2018

Re: Request for Approval
Suburban O’Hare Commission Participation in JDA Runway Rotation and Heading Study/Annual Dues

At the last Suburban O’Hare Commission (SOC) meeting, the Commission’s technical consultants – JDA – submitted a proposal to perform further detailed modeling analysis of Fly Quiet program runway rotation plans and arrival and departure headings. This analysis will recommend rotation plans and headings for the final runway alignment upon completion of the OMP. This work is important because it will help mitigate noise impacts to communities within 20 miles of the airport. SOC is confident that CDA will be receptive to the results of this study and would be willing to implement changes pending approval of a rotation and heading plan by the ONCC and the FAA.

The cost proposal for the work is $337,032 and will be completed by Summer, 2019. Each community, including DuPage County, has been asked to contribute a fair share amount of $30,000 in addition to its annual dues. The Division of Transportation is recommending our $30,000 share be funded at $15,000 in FY’s 2019 and 2020 in addition to our annual dues of $2,500.

The County has been a contributing partner throughout the technical process which has resulted in real positive changes to nighttime noise around O’Hare.

The Transportation Committee, as the parent committee, is being requested to approve this contribution to the Suburban O’Hare Commission for this study.
AWARDING RESOLUTION
ISSUED TO ATLAS BOBCAT, LLC
TO FURNISH AND DELIVER
ONE (1) S770 BOBCAT SKID STEER LOADER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $62,402.00)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Atlas Bobcat, LLC, to furnish and deliver one (1) S770 Bobcat Skid Steer Loader for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) S770 Bobcat Skid Steer Loader for the Division of Transportation is hereby approved for issuance to Atlas Bobcat, LLC, 5050 North River Road, Schiller Park, Illinois 60176, for a contract total not to exceed $62,402.00; Exempt from bidding per 55 ILCS 5/5-1022 (c) not suitable for competitive bids.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

DT-P-0233-18

PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Sole Source - Attach Sole Source Justification

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
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<td>08/23/2018 7:33 AM</td>
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<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>08/23/2018 8:39 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/23/2018 3:28 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/24/2018 11:15 AM</td>
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<tr>
<td>Paul Rafac</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/28/2018 2:11 PM</td>
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<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>09/04/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>09/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>09/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Atlas Bobcat, LLC  
- **Vendor #:** 10309
- **Attn:** Todd Swartz  
  **Email:** tswartz@atlasbobcat.com
- **Address:** 5050 North River Road  
- **City:** Schiller Park  
  **State:** IL  
  **Zip:** 60176
- **Phone:** 847-529-1191  
  **Fax:** 847-678-3587

**Send Invoices To:**
- **Dept:** Division of Transpotation  
- **Division:** Grounds
- **Attn:** Kathy Curcio  
  **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road  
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6892  
  **Fax:**

**Send Payments To:**
- **Vendor:** Atlas Bobcat, LLC  
- **Vendor #:** 10309
- **Attn:**  
  **Email:**
- **Address:** 5050 North River Road  
- **City:** Schiller Park  
  **State:** IL  
  **Zip:** 60176
- **Phone:** 847-529-1191  
  **Fax:**

**Ship To:**
- **Dept:** Division of Transportation  
- **Division:** Grounds
- **Attn:** Joe Bechtold  
  **Email:** joseph.bechtold@dupageco.org
- **Address:** 180 N. County Farm Road  
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6931  
  **Fax:**

**Payment Terms**
- **F.O.B.:**
- **PER 50 ILCS 505/1**
- **Destination:**
- **PO 20 Delivery Date:** Aug 30, 2018
- **Requisitioner:** Darcie Garza, CPPB
- **Use for:** Contract Administrator  
  **Contract Start Date:**  
  **Contract End Date:**

**PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>S770 T4 BOBCAT SKID STEER LOADER WITH IMPLEMENTS</td>
<td>1500 1101 54110</td>
<td>71,902.00</td>
<td>71,902.00</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
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<td>1500 1101 54110</td>
<td>-9,500.00</td>
<td>-9,500.00</td>
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</table>

**Requisition Total:** $ 62,402.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

- THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER ONE (1) S770 T4 BOBCAT SKID STEER LOADER WITH IMPLEMENTS LESS TRADE IN AS LISTED.

**SOLE AUTHORIZED DISTRIBUTOR**

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

- EMAIL APPROVED PO TO TODD SWARTZ

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

- DT-P-0233-18
- Transportation - 09/04/18
- County Board - 09/11/18
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

### Vendor Information
- **Vendor:** Atlas Bobcat, LLC
- **Vendor #:** 10309
- **Contact:** Joe Bechtold
- **Phone:** 630-407-6931

### Contract Information
- **Contract Term:** One Time Delivery
- **Contract Total:** $62,402.00
- **Assigned Committee:** Transportation

### Description of Procurement

<table>
<thead>
<tr>
<th>Description of Procurement/Scope of Work/Background</th>
<th>To furnish and deliver one (1) S770, T4 Bobcat Skid Steer Loader with implements, for a contract total not to exceed $62,402.00.</th>
</tr>
</thead>
</table>

### Reason for Procurement

The skid steer is a small rigid frame loader with a multi use implement platform used by Grounds to move snow on sidewalks and parking garages on the County campus. Replaces GE-13

### FUNDING SOURCE

- [X] Procurement budgeted for (FY and budget code(s)): 1500 1101 54110
- [ ] Budget Transfer (Date) 
- [ ] Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ___________________________ [ ] Intergovernmental Agreement
- [X] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers, and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aug 20, 2018</td>
<td></td>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8/31/18</td>
<td></td>
<td>8-24-18</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
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</thead>
<tbody>
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</tbody>
</table>

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**Packet Pg. 573**
JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>18-1500-099</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Atlas Bobcat, LLC</td>
</tr>
<tr>
<td>PRODUCT #</td>
<td>Various</td>
</tr>
<tr>
<td>DEPARTMENT</td>
<td>Division of Transportation</td>
</tr>
</tbody>
</table>

Describe item being justified and its function:
The S770 T4 is a Bobcat Skid Steer Loader, this is a rigid frame loader with a multi use implement platform used by Grounds to remove snow on sidewalks and parking garages on the County Campus.
M0283-R01-C04 Selectable Joystick Controls
#632305 C/I Heavy duty bucket
#6718007 Bolt on Cutting Edge T4

This is a sole source because vendor is:

☑ sole provider of factory-authorized warranty service
☑ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (Please detail below or attach information regarding why only this manufacturer's product can be used)
☐ the software manufacturer (and sole maintenance/update provider)
☐ other – (Please detail below or in an attachment)

Requested source: Atlas Bobcat, LLC
Contact: Todd Swartz
Phone: 847-529-1191
Website:

What necessary and unique features does this vendor's product or service provide which are not available from other vendors? (Please be specific)
Original Equipment Manufacturer Bobcat S770 T4 Skid steer loader with implements. We have standardized our fleet of skid steers to Bobcat, so that all of the implements can be interchanged on each piece of equipment.

Has the market been tested lately (last 12 months) on the applicability of sole source? (If not, why not?)
Yes

What steps were taken to verify that these features are not available elsewhere? Were other brands/manufacturers examined? (Please list other products or services examined – include names & phone numbers of people contacted)
It is confirmed via the attached letter, dated 8/17/18 from the Atlas Bobcat Sales Manager, stating that the five (5) Bobcat locations are the sole authorized locations to supply and service Cook, Lake, Will, DuPage and Grundy Counties.

Signature on File 8/30/18
Department Approval Date

Signature on File 8-30-18
Purchasing Review Date
DuPage County
8/17/2018

To Whom It May Concern,
Atlas Bobcat, LLC is the sole source Bobcat vendor authorized to service Cook, Lake, Will, DuPage, Kane, and Grundy County. Atlas Bobcat, LLC is responsible for Sales, Parts, and Service. We have five locations throughout the area, Elk Grove Village, Mokena, Wauconda, West Chicago, and Yorkville. Because of the technical nature of the equipment, it is advised that our local customer deal directly with our local Atlas Bobcat locations. Our factory trained staff are equipped to accommodate the needs of our customers in a timely and cost-efficient manner.

Thanks,

Signature on File

Todd Swartz
(tswartz@atlasbobcat.com)
Sales Manager/Special Accounts
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[Table]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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.

[Table]

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge:

Authorized Signature

Printed Name: Todd Swartz
Title: Sales Manager
Date: Aug 17, 2018

Signature on File

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