

CITY OF WHEATON, ILLINOIS
CITY COUNCIL MEETING – MONDAY, JANUARY 5, 2026
WHEATON CITY HALL - 303 W WESLEY STREET
COUNCIL CHAMBERS
7:00 P.M. - IN-PERSON & VIRTUAL

The meeting will also be live streamed and recorded.

- **Join by computer/smartphone:**
 - https://us02web.zoom.us/webinar/register/WN_xoRtsWJ-TpaSMAEoQM35BA
 - **Please register using the link above.** After registering with your email address, you will receive a confirmation email containing a meeting link for access.
 - You will be automatically muted. If you would like to speak, click on the “Raise Hand” button to let the meeting administrator know you would like to speak. When it is your turn to speak, you will receive a notification that the meeting administrator is asking you to press “unmute.” Please announce your name and address before commenting and ensure you are in a quiet place.
- **Join by phone: 312-626-6799, Meeting ID: 833 1023 1452 and Password: 944985**
 - You will be automatically muted. If you would like to speak, you need to press *9 to raise your hand and let the meeting administrator know you would like to speak. Once it is your turn to speak, you will receive a notification asking you to press *6 to unmute yourself. Please announce your name and address before commenting and ensure you are in a quiet place.
- **Public comments can be made by:**
 - In person at 7:00 p.m. on Monday, January 5, 2026, during the Citizens to Be Heard portion of the meeting.
 - Virtually at 7:00 p.m. on Monday, January 5, 2026, during the Citizens to Be Heard portion of the meeting.
 - Email the City Council at allcouncil@wheaton.il.us before 5:00 p.m. Monday, January 5, 2026.

Invocation: Dr. R. Keith Beauchamp, Hope Presbyterian Church

Pledge of Allegiance: Councilman Weller

AGENDA

- I. Call To Order
- II. Roll Call
- III. Report Of City Manager
- IV. Report Of City Attorney
- V. Citizens To Be Heard

The opportunity to speak to the City Council is provided for those who have a specific question or comment on an agenda item or generally about the City of Wheaton. Please note that civility and a sense of decorum will be strictly followed. All speakers must address their comments to the Mayor. Speakers shall be courteous and should not make statements that are personally disrespectful to members of the City Council.

To make a public comment, you must request to be called on. When called upon, please announce your name and address before commenting. All public comments are limited to five (5) minutes, and each citizen will be permitted to speak only once.

Members of the public were also given the opportunity to provide written comments prior to this meeting. Written comments will be recorded into the minutes and filed with the meeting record.

VI. Consent Agenda

A. Approval Of Minutes

1. 12 08 25 Draft PH Minutes

Wheaton City Council Public Hearing Minutes – December 8, 2025, as submitted.

Documents:

[12 08 25 DRAFT CC PH MINUTES.PDF](#)

2. 12 15 25 Draft Minutes

Wheaton City Council Regular Minutes – December 15, 2025, as submitted.

Documents:

[12 15 25 DRAFT CC MINUTES.PDF](#)

B. Consent Unfinished Business

C. Consent New Business

1. Consent Agenda New Business #1

A Resolution Accepting a Sidewalk Easement (517 N Wheaton Avenue)

Documents:

[CANB01 - A RESOLUTION ACCEPTING SIDEWALK EASEMENT 517 N WHEATON AVENUE.PDF](#)

VII. Regular Agenda

A. Regular Unfinished Business

B. Regular New Business

1. Regular Agenda New Business #1

An Ordinance Amending Articles XIII and XIV of Chapter 66 (Taxation) of the Code of Ordinances of the City of Wheaton to Increase the Home Rule Retailers' Occupation Tax Rate and Home Rule Service Occupation Tax Rate (Home Rule Sales Tax) - First Reading

Documents:

RANB01 - AN ORDINANCE AMENDING ARTICLES XIII AND XIV CH 66
HOME RULES SALES TAX -FIRST READING.PDF

2. Regular Agenda New Business #2

An Ordinance Amending Certain Sections of Article XI (Municipal Gas Use Tax), Chapter 66 (Taxation) of the Code of Ordinances of the City of Wheaton - First Reading

Documents:

RANB02 - A RESOLUTION AMENDING ARTICLE XI CH 66 MUNICIPAL
GAS USE TAX.PDF

3. Regular Agenda New Business #3

A Resolution Authorizing Execution of a Watermain Easement Agreement Between the City of Wheaton and NNN Reit, LP 50 E. Loop Road

Documents:

RANB03 - A RESOLUTION AUTHORIZING EXE WATERMAIN
AGREEMENT 50 E LOOP RD.PDF

4. Regular Agenda New Business #4

An Ordinance Repealing Portions of Ordinance No. E-3987 Regarding a Planned Unit Development and a Planned Development Subdivision Improvement Agreement for 50 E. Loop Road, Wheaton, Illinois

Documents:

RANB04 - AN ORDINANCE REPEALING PORTIONS OF ORD E-3987
REGARDING A PUD AND PLANNED DEVELOPMENT SUBDIVISION
IMPROVEMENT AGMT 50 E LOOP RD.PDF

5. Regular Agenda New Business #5

A Resolution Authorizing the Execution of Agreement No. 587 with Municipal Well and Pump for Inspection and Repair Services for Well #12 for a Total Amount Not to Exceed \$48,449.60

Documents:

RANB05 - A RESOLUTION AUTH. EXE. AGREEMENT 587 WITH
MUNICIPAL WELL AND PUMP FOR INSPECTION AND REPAIR
SERVICES WELL 12.PDF

VIII. Council Comment

IX. Approval Of Bills

A. Warrant No. 911

Warrant No. 911 - \$6,092,028.28

Documents:

[WARRANT NO. 911.PDF](#)

X. Closed Session:

A. Pending Or Imminent Litigation 5 ILCS 120/2(C)(11)

Pending or Imminent Litigation 5 ILCS 120/2(c)(11)

XI. Adjournment



WHEATON CITY COUNCIL PUBLIC HEARING MINUTES

MAYOR PHILIP J. SUESS

COUNCILWOMAN ERICA BRAY-PARKER | COUNCILWOMAN LEAH BRICE | COUNCILMAN SCOTT BROWN

COUNCILMAN BRADLEY CLOUSING | COUNCILWOMAN LYNN ROBBINS | COUNCILMAN SCOTT WELLER

WHEATON CITY HALL, COUNCIL CHAMBERS, 303 W WESLEY STREET, WHEATON, ILLINOIS 60187

Monday, December 8, 2025

I. Call to Order and Roll Call

The public hearing of the Wheaton City Council was called to order at 7:00 p.m. by Mayor Suess. The public hearing was held in the Council Chambers, Wheaton City Hall, 303 W. Wesley Street, Wheaton, Illinois. Upon roll call, the following were:

Physically Present:	Mayor Suess Councilwoman Bray-Parker Councilwoman Brice Councilman Brown Councilman Clousing Councilwoman Robbins Councilman Weller
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Absent:	None
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City Staff Present:	Michael G. Dzigan, City Manager William Kolschowsky, Assistant City Manager Robert Lehnhardt, Director of Finance Erik Berg, Management Analyst Halie Cardinal, Public Relations Coordinator
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II. Public Hearing – Calendar Year 2026 Annual Budget

a. Staff Comment

Director of Finance Lehnhardt stated that the draft 2026 annual budget was made available to the public November 3rd and the Council held a budget workshop November 10th.

Director of Finance Lehnhardt stated that the draft 2026 budget upholds the City's goal of providing high-quality essential services. He highlighted the \$45 million in capital investment, \$21.2 million of which funds the police station remodel and the replacement of Fire Station #39. The revenue to cover these projects comes from a General Obligation (G.O.) Bond, which has an annual debt service of \$1.9 million. To provide revenue for the debt service, there will be a 3% increase in the property tax levy, a .25% increase to the local sales tax, and an increase in the natural gas use utility tax to \$0.05 per therm. Overall, the revenue increases results in the General Fund meeting its goal of having 40% in fund balance.

Besides the facilities projects, 2026 capital investments also include \$5.6 million for roadway improvements, \$4.9 million for sanitary sewer improvements, \$2.8 million for water improvements, and \$2.3 million for sidewalks.

For the 2026 budget, General Fund revenues equal General Fund expenditures; both revenues and expenditures are projected to \$58.2 million. The General Fund's revenues come from taxes, including sales tax, and charges for services. The General Fund's expenditures pay for, among other items, personal services, benefits, and contracts related to the functions of public safety, general government, and public works. In total, for all funds, there is \$160.8 million projected for revenues and \$153.1 million projected for expenditures.

b. Public Comment

There was no public comment.

c. Council Comment

In response to a Council question, Director of Finance Lehnhardt stated that the 2026 budget eliminates two full-time positions from the Wheaton Public Library and one police services representative from the Wheaton Police Department.

III. Adjournment

Councilwoman Bray-Parker moved and Councilwoman Robbins seconded a motion to close the public hearing at 7:08 p.m.

Roll Call Vote:

Ayes: Councilwoman Bray-Parker
Councilwoman Brice
Councilman Brown
Mayor Suess
Councilman Clousing
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: None

Motion Carried Unanimously

Respectfully submitted,

Erik Berg



WHEATON CITY COUNCIL PROCEEDINGS

MAYOR PHILIP J. SUESS
COUNCILWOMAN ERICA BRAY-PARKER | **COUNCILWOMAN** LEAH BRICE | **COUNCILMAN** SCOTT BROWN
COUNCILMAN BRADLEY CLOUSING | **COUNCILWOMAN** LYNN ROBBINS | **COUNCILMAN** SCOTT WELLER
WHEATON CITY HALL, COUNCIL CHAMBERS, 303 W WESLEY STREET, WHEATON, ILLINOIS 60187

Monday, December 15, 2025

1. Call to Order and Roll Call

The regular Wheaton City Council Meeting was called to order at 7:00 p.m. by Mayor Philip J. Suess. Upon roll call, the following were:

Physically Present:	Mayor Suess Councilwoman Robbins Councilman Weller Councilwoman Bray-Parker Councilman Brown
Absent:	Councilman Clousing Councilwoman Brice
City Staff Physically Present:	Michael Dzugan, City Manager William Kolschowsky, Assistant City Manager Dawn Didier, City Attorney Robert Brill, Fire Chief James Kozik, Director of Planning & Economic Development Robert Lehnhardt, Director of Finance Holly Schulz, Director of Human Resources Joseph Tebrugge, Director of Engineering Princeton Youker, Chief of Police Erik Berg, Management Analyst Samuel Webb, Public Works Fleet Superintendent Susan Bishel, Public Information Officer Andrea Rosedale, City Clerk
City Staff Electronically Present:	None

2. Presentations

Mayor Suess presented the St. Francis High School Boys Football Team State Championship Day Proclamation to the St. Francis High School Boys Football Team. Coach Bob McMillen expressed gratitude to the City of Wheaton for recognizing the team and school. He expressed appreciation to the boys on the team for their efforts.

Mayor Suess presided over the swearing-in ceremonies of Police Officer Alejah M. Adams, Police Officer Tommaso E. Ballone, and Police Officer Remy A. Delgado, each preceded by remarks from Police Chief Youker.

3. Citizens to be Heard

None.

4. Consent Agenda

Councilwoman Robbins moved and Councilman Weller seconded that the following action be taken on the Consent Agenda item:

1. Approve the Minutes of the Wheaton City Council Regular Meeting – December 1, 2025, as submitted.

Roll Call Vote:

Ayes:	Councilwoman Robbins Councilman Weller Councilwoman Bray-Parker Councilman Brown Mayor Suess
Nays:	None
Absent:	Councilwoman Brice Councilman Clousing <u>Motion Carried Unanimously</u>

5. Pass Ordinance O-2025-52, An Ordinance Adopting the City of Wheaton Calendar Year 2026 Budget

Councilman Brown moved and Councilwoman Bray-Parker seconded that O-2025-52, An Ordinance Adopting the City of Wheaton Calendar Year 2026 Budget, be passed.

City Manager Dzugan stated the Council held the Public Hearing for the 2026 Budget on December 8. He expressed gratitude to the City's staff and especially the Finance Department for their hard work.

In response to Mayor Suess, Director Lehnhardt confirmed the budget reflects \$160.8 million in revenue and \$153.1 million in expenses.

Roll Call Vote:

Ayes:	Councilman Brown Mayor Suess Councilwoman Robbins Councilman Weller Councilwoman Bray-Parker
Nays:	None
Absent:	Councilman Clousing Councilwoman Brice <u>Motion Carried Unanimously</u>

6. Pass Ordinance O-2025-53, An Ordinance Levying Taxes for General and Special Corporate Purposes for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 for the City of Wheaton, Illinois

Councilwoman Bray-Parker moved and Councilwoman Robbins seconded that O-2025-53, An Ordinance Levying Taxes for General and Special Corporate Purposes for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 for the City of Wheaton, Illinois, be passed.

City Manager Dzugan reported the first reading of the Ordinance was on December 1. He confirmed the levy includes a 3% increase which has a \$35 impact for a cash valued property of \$550,000.

Roll Call Vote:

Ayes:	Councilwoman Bray-Parker Councilman Brown Mayor Suess Councilwoman Robbins Councilman Weller
Nays:	None
Absent:	Councilwoman Brice Councilman Clousing <u>Motion Carried Unanimously</u>

7. Pass Ordinance O-2025-54, An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 in and for the City of Wheaton Special Service Area Number Three

Councilman Weller moved and Councilman Brown seconded that O-2025-54, An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 in and for the City of Wheaton Special Service Area Number Three, be passed.

City Manager Dzugan stated the first reading of the Ordinance was on December 1. He confirmed the levy is unchanged for SSA 3, which provides for the maintenance of open spaces within the Streams Subdivision.

Roll Call Vote:

Ayes:	Councilman Weller Councilwoman Bray-Parker Councilman Brown Mayor Suess Councilwoman Robbins
Nays:	None
Absent:	Councilwoman Brice Councilman Clousing <u>Motion Carried Unanimously</u>

8. Pass Ordinance O-2025-55, An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 in and for the City of Wheaton Special Service Area Number Nine

Councilwoman Robbins moved and Councilman Brown seconded that O-2025-55, An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 in and for the City of Wheaton Special Service Area Number Nine, be passed.

City Manager Dzugan stated the first reading of the Ordinance was on December 1. He noted the initial levy for SSA 9 is \$500,000, with \$325,000 allocated to the Downtown Wheaton Association and \$175,000 to the City to cover extraordinary services in the area.

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess

Nays: None

Absent: Councilwoman Brice
Councilman Clousing

Motion Carried Unanimously

9. Pass Ordinance O-2025-56, An Ordinance Amending the Code of Ordinances of the City of Wheaton, Appendix B (Fee Schedule), Section B-8, Public Works Water and Sewer Rates and Fees

Councilman Weller moved and Councilwoman Bray-Parker seconded that O-2025-56, An Ordinance Amending the Code of Ordinances of the City of Wheaton, Appendix B (Fee Schedule), Section B-8, Public Works Water and Sewer Rates and Fees, be passed.

City Manager Dzugan stated the first reading of the Ordinance was on December 1. He confirmed the Ordinance amends the water rates and fees to align the City's rate increase to that of the DuPage Water Commission noting that currently residents would see 2 annual increases in January and June.

Roll Call Vote:

Ayes: Councilman Weller
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Robbins

Nays: None

Absent: Councilwoman Brice
Councilman Clousing

Motion Carried Unanimously

10. Pass Ordinance O-2025-57, An Ordinance Amending Chapter 2 "Administration", Article VI "Personnel", Division 1 "Generally", Section 2-481 "Employee Rules and Regulations Adopted"

Councilwoman Robbins moved and Councilman Brown seconded that O-2025-57, An Ordinance Amending Chapter 2 "Administration", Article VI "Personnel", Division 1 "Generally", Section 2-481 "Employee Rules and Regulations Adopted", be passed.

City Manager Dzugan stated the City Employee Manual has been updated effective January 1, 2026 to include two amendments related to Illinois law changes.

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilwoman Bray-Parker

Councilman Brown
Mayor Suess

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

11. Adopt Resolution R-2025-97, A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Wheaton and the Suburban Bus Division of the Regional Transportation Authority for the “Ride DuPage” Program

Councilwoman Bray-Parker moved and Councilman Brown seconded that R-2025-97, A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Wheaton and the Suburban Bus Division of the Regional Transportation Authority for the “Ride DuPage” Program, be adopted.

City Manager Dzugan stated that due to Milton Township no longer leading Ride DuPage, the City must now have its own agreement with PACE to continue funding the program. He said there are no other options to maintain the current service level. He noted that PACE's subsidy has been reduced from 75% to 50% for 2026, doubling the City's cost to \$30,000. He mentioned that 2026 will involve evaluating transportation services, with DuPage County studying consolidation of services early in the year.

Councilman Brown expressed his support for the review of transportation services.

Mayor Suess expressed disappointment with the RTA's inability to maintain the previous subsidy level.

Roll Call Vote:
Ayes: Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

12. Adopt Resolution R-2025-98, A Resolution for Construction on State Highways

Councilman Brown moved and Councilwoman Robbins seconded that R-2025-98, A Resolution for Construction on State Highways, be adopted.

City Manager Dzugan stated the resolution allows the City to perform work in the state of Illinois rights-of-ways such as Roosevelt Road relating to water, sewer mains and traffic signals.

Roll Call Vote:
Ayes: Councilman Brown
Mayor Suess
Councilwoman Robbins

Councilman Weller
Councilwoman Bray-Parker

Nays: None
Absent: Councilman Clousing
Councilwoman Brice
Motion Carried Unanimously

13. Adopt Resolution R-2025-99, A Resolution Authorizing the Execution of a Service Agreement for Food and Beverage Concessionaire Services at the College Avenue Metra Train Station (303 N. President St.) Between the City of Wheaton and Platform Coffee, LLC

Councilman Weller moved and Councilman Brown seconded that R-2025-99, A Resolution Authorizing the Execution of a Service Agreement for Food and Beverage Concessionaire Services at the College Avenue Metra Train Station (303 N. President St.) Between the City of Wheaton and Platform Coffee, LLC, be adopted.

City Manager Dzugan confirmed that staff received one proposal for food and beverage services at the College Avenue train station. He noted the proposal, submitted by a Wheaton resident and owner of Platform Coffee, LLC, set a monthly fee of \$600.

Roll Call Vote:
Ayes: Councilman Weller
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Robbins

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

14. Adopt Resolution R-2025-100, A Resolution Authorizing the Execution of Agreement No. 582 with MacQueen Equipment LLC for the Purchase of One (1) Replacement Fire Ladder Truck for a Total Amount Not to Exceed \$2,284,000

Councilman Brown moved and Councilwoman Bray-Parker seconded that R-2025-100, A Resolution Authorizing the Execution of Agreement No. 582 with MacQueen Equipment LLC for the Purchase of One (1) Replacement Fire Ladder Truck for a Total Amount Not to Exceed \$2,284,000, be adopted.

City Manager Dzugan reported the City was presented with an opportunity to purchase a demo 2024 Pierce 100-foot mid-mount tower truck. He explained, due to the strong resale value of the City's current rear-mount tower truck, purchasing the demo mid-mount truck is financially advantageous compared to proceeding with the previously ordered 2028 rear-mount truck. He stated the net cost of the demo truck is \$1,624,700 after the sale of the current truck for \$670,000. He further noted that the fleet replacement fund has approximately \$1.5 million set aside for the tower truck replacement by the end of 2025, leaving a shortfall of approximately \$120,000, which can be covered by the fund. He added that completing the purchase in 2025 will require a budget amendment, which is included on the agenda.

Chief Brill explained that the mid-mount tower truck provides improved maneuverability, allowing it to be used more effectively in tighter areas. He detailed the truck provides access to areas both below grade and above grade and offers significant operational advantages due to its setup design. He noted the truck can be fully set up by one firefighter in less than 30 seconds, reducing required manpower and allowing other firefighters to perform additional tasks. He noted the truck's design uses only two external outriggers instead of four, increasing its ability to operate in high-traffic or heavily parked areas.

Chief Brill reported the truck is equipped with cameras that allow the driver to position the vehicle between parked cars without exiting the cab. He highlighted that once parked, the power takeoff can be activated and the truck set up using a remote control by a single firefighter, saving time and improving efficiency, particularly in downtown areas.

He addressed prior concerns with mid-mount ladder trucks, specifically the long rear overhang and associated safety risks, and explained that Pierce Manufacturing resolved this issue with an innovative ladder design introduced after 2022 that collapses to nearly the same length as the City's current truck. He stated the truck includes rear-steer technology derived from Oshkosh military designs, resulting in improved maneuverability. Overall, he stated the truck is more usable, safer, and operates more like a fire engine, making it well suited for critical areas such as the downtown.

In response to Mayor Suess, Chief Brill confirmed the City's current tower truck is nearly nine years old, having been purchased in 2017. Mayor Suess expressed support for the purchase noting replacement of the City's current tower truck would be received sooner than anticipated and would be an improved product.

Roll Call Vote:	
Ayes:	Councilman Brown Mayor Suess Councilwoman Robbins Councilman Weller Councilwoman Bray-Parker
Nays:	None
Absent:	Councilman Clousing Councilwoman Brice
	<u>Motion Carried Unanimously</u>

15. Adopt Resolution R-2025-101, A Resolution Authorizing the Execution of Agreement No. 583 with Brindlee Mountain Fire Apparatus for the Sale of a 2017 Pierce Fire Apparatus for \$670,000

Councilman Weller moved and Councilwoman Robbins seconded that R-2025-101, A Resolution Authorizing the Execution of Agreement No. 583 with Brindlee Mountain Fire Apparatus for the Sale of a 2017 Pierce Fire Apparatus for \$670,000, be adopted.

City Manager Dzugan stated the resolution authorizes the agreement to sell the 2017 fire truck to Brindlee Mountain Fire Apparatus.

Roll Call Vote:	
Ayes:	Councilman Weller Councilwoman Bray-Parker

Councilman Brown
Mayor Suess
Councilwoman Robbins

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

16. Pass Ordinance O-2025-58, An Ordinance Amending the Calendar Year 2025 Budget Contained in Ordinance No. O-2024-34

Councilwoman Robbins moved and Councilwoman Bray-Parker seconded that O-2025-58, An Ordinance Amending the Calendar Year 2025 Budget Contained in Ordinance No. O-2024-34, be passed.

City Manager Dzugan stated the Ordinance amends the budget to pay for the fire truck at \$2.2 million.

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

17. Council Comment

Councilwoman Bray-Parker wished everyone in Wheaton a Happy Holidays and a Happy Hanukkah to those that celebrate. She hopes that everyone enjoys time with their friends and family.

Councilwoman Robbins wished the community a Happy Holidays and a Happy New Year.

Mayor Suess looked back on a successful 2025 and thanked the City's staff and employees for their dedication to serving Wheaton's residents. He mentioned that Wheaton is fortunate to have the resources needed to do what needs to be done and acknowledged the community's appreciation for the services offered. He also wished everyone a Merry Christmas and a happy holiday season.

18. Approval of Warrant

Councilwoman Bray-Parker moved and Councilman Brown seconded that Warrant No. 910 in the amount of \$2,042,370.85, be approved.

Roll Call Vote:

Ayes: Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

19. Adjournment

Councilwoman Bray-Parker moved and Councilman Brown seconded that the regular Wheaton City Council Meeting be adjourned at 7:40 p.m.

Roll Call Vote:

Ayes: Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: Councilwoman Brice
Councilman Clousing
Motion Carried Unanimously

Respectfully submitted,

Andrea Rosedale
City Clerk

Submitted for Approval: January 5, 2026

MEMORANDUM

TO: The Honorable Mayor and City Council
FROM: Joseph E. Tebrugge, Director of Engineering
DATE: January 5, 2026
SUBJECT: 517 N Wheaton Avenue: Sidewalk Easement

Request

Adopt a resolution accepting a Sidewalk Easement at 517 N Wheaton Avenue.

Background

During reconstruction of the private residence at 517 N Wheaton Avenue the public sidewalk was removed and replaced. The new sidewalk was mistakenly placed by the owner of 517 N Wheaton Avenue partially on their property and not in the public right of way. The owner of the subject property has presented a Sidewalk Easement along the west two feet of their property so the sidewalk does not have to be removed and replaced in the correct location.

Recommendation

A resolution accepting the Sidewalk Easement is attached for your consideration. City staff recommends adoption of the resolution as submitted.



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

CITY COUNCIL: ERICA BRAY-PARKER | LEAH BRICE | SCOTT BROWN | BRADLEY CLOUSING | LYNN ROBBINS | SCOTT WELLER

RESOLUTION R-2026-

**A RESOLUTION ACCEPTING A
SIDEWALK EASEMENT
(517 N WHEATON AVENUE)**

WHEREAS, the owner of the property located at 517 N Wheaton Avenue has presented a Sidewalk Easement to the City for approval (the property is legally described in Exhibit A, attached to this resolution); and the Wheaton City staff has recommended that the easement grant be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Sidewalk Easement at 517 N Wheaton Avenue, dated December 4, 2025, is hereby approved, and the Mayor is hereby authorized to sign, and the City Clerk is directed to attest to the Grant of Sidewalk Easement incorporated herein as Exhibit B.

ADOPTED this 5th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote

Ayes:

Nays:

Absent:

Exhibit A

Legal Description

517 N Wheaton Avenue
Wheaton, IL 60187

THE WEST 115 FEET OF THE NORTH 132 FEET OF BLOCK 9 IN MALLORY'S ADDITION TO THE VILLAGE OF WHEATON, IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-16-116-001

MEMORANDUM

TO: The Honorable Mayor and City Council
FROM: Robert R. Lehnhardt, Director of Finance/Treasurer
DATE: January 5, 2026
SUBJECT: **Home Rule (Local) Sales Tax Ordinance – First Reading**

Request

City Council consideration of an ordinance amending Articles XIII and XIV of Chapter 66 (Taxation) of the code of ordinances of the City of Wheaton to increase the Home Rule Retailers' Occupation Tax and Home Rule Service Occupation Tax ("Home Rule Sales Tax") from 1.00% to 1.25%, effective July 1, 2026.

Background

At the January 27, 2025 Planning Session, staff presented the Facilities Condition Assessment Report, which highlighted notable concerns with three (3) key facilities: the Police Station, Fire Station #39, and the Public Works Garage. Since this meeting, staff and the City Council have held discussions on financing the costs of a Police Station Remodel (\$11.2 million) and new Fire Station #39 (\$10.0 million). The 2026 Budget includes preliminary project and financing costs for these projects through a \$21.9 million general obligation bond issuance and increased revenues from the property tax levy (\$0.6 million), local sales tax (\$0.8 million), and natural gas use utility tax (\$0.5 million) to fund the annual debt service on the bonds.

Home Rule (Local) Sales Tax Information

The Home Rule (Local) Sales Tax is imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered, with an agency of the State of Illinois. The tax is also imposed upon all persons engaged in the City in the business of making sales of service of the selling price of all tangible personal property transferred by such serviceman, either in the form of tangible personal property or in the form of real estate, as an incident to a sale of service.

The Home Rule (Local) Sales Tax does not apply to the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

The State of Illinois Department of Revenue administers and collects the tax, including an administration fee of 1.5% of the amount collected.

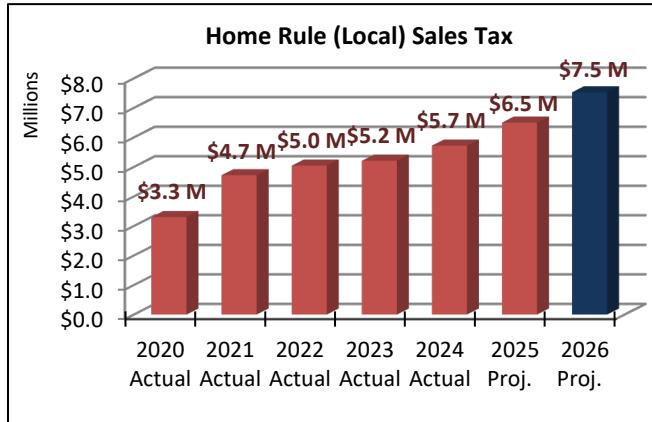


WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

The City first implemented the Home Rule (Local) Sales Tax rate at 0.50% on July 1, 2004 and increased it to 1.00% on January 1, 2009. The chart on the right shows actual revenues for the past five (5) years and projections for 2025 and 2026.

Staff is recommending increasing the Home Rule (Local) Sales Tax rate from 1.00% to 1.25%, effective July 1, 2026. The 0.25% rate increase is estimated to generate an additional \$0.8 million in 2026.

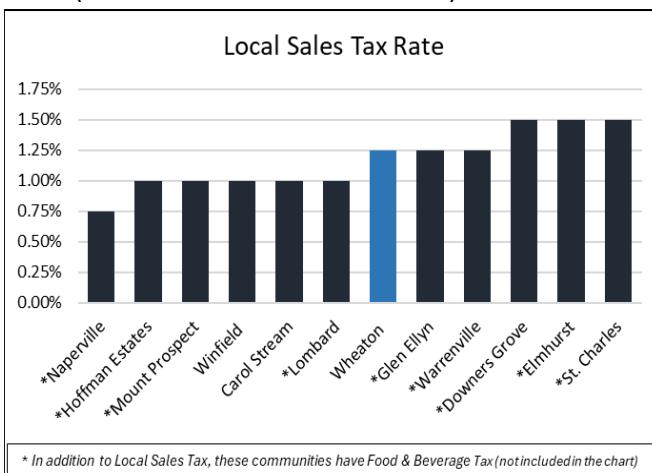


Comparisons to Other Communities

The following chart provides the Local Sales Tax rates (home rule and non-home rule) for communities that were used in the City's 2023 benchmark study and other surrounding communities. Local Sales Tax rates range from 0.75% to 1.50%.

Consumer Impact

Research indicates that non-residents contribute between 25% and 40% of sales tax revenue. An increase of 0.25% in the Home Rule (Local) Sales Tax rate would result in consumers paying an additional \$0.25 for every \$100 spent.



Recommendation

Attached for your consideration is an ordinance amending Articles XIII and XIV of Chapter 66 (Taxation) of the code of ordinances of the City of Wheaton to increase the Home Rule Retailers' Occupation Tax and Home Rule Service Occupation Tax ("Home Rule Sales Tax") from 1.00% to 1.25%, effective July 1, 2026.

This item is on the agenda for a first reading, with the final adoption scheduled for the City Council Meeting on January 20, 2026.

ORDINANCE NO. O-2026-

**AN ORDINANCE AMENDING ARTICLES XIII AND XIV OF CHAPTER 66 (TAXATION) OF THE
CODE OF ORDINANCES OF THE CITY OF WHEATON TO INCREASE THE HOME RULE
RETAILERS' OCCUPATION TAX RATE AND HOME RULE SERVICE OCCUPATION TAX RATE
(HOME RULE SALES TAX)**

WHEREAS, the City of Wheaton ("City") is an Illinois Home Rule Municipality pursuant to provisions of Article VII, Section 6 of the Illinois Constitution, and as such the City may exercise any power and perform any function pertaining to its government and affairs, including taxation; and

WHEREAS, the subject matter of this ordinance pertains to the government and affairs of the City and its residents; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City to amend its ordinances regarding taxation by increasing the home rule retailers' occupation tax rate and the service occupation tax rate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, Illinois by its home rule authority, that the Wheaton City Code is hereby amended to provide as follows:

SECTION 1: That Section 66-320 (Home rule municipal retailers' occupation tax – Imposed) of Chapter 66 (Taxation), Article XIII (Home Rule Retailer's Occupation Tax), is hereby amended as follows:

Sec. 66-320. – Home rule municipal retailers' occupation tax - Imposed.

A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered, with an agency of the state, at retail in the city at the rate of one one and one-quarter percent (1.25%) on the gross receipts from these sales made in the course of such business. Such "home rule municipal retailers' occupation tax" shall not be applicable to the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. The imposition of this home rule tax is pursuant to the provisions of section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1, as amended).

SECTION 2: That Section 66-341 (Home rule municipal service occupation tax – Imposed) of Chapter 66 (Taxation), Article XIV (Home Rule Service Occupation Tax), is hereby amended as follows:

Sec. 66-341 – Home rule municipal service occupation tax – Imposed.

A tax is hereby imposed upon all persons engaged in the city in the business of making sales of service, at the rate of one one and one-quarter percent (1.25%) of the selling price of all tangible personal property transferred by such serviceman, either in the form of tangible personal property or in the form of real estate, as an incident to a sale of service. Such "home rule municipal service occupation tax" shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food which has been prepared for immediate consumption) and prescription and non-prescription

medicines, drugs, medical appliances and insulin, urine testing materials, and syringes and needles used by diabetics). The imposition of this home rule tax is pursuant to the provisions of section 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5, as amended).

SECTION 3: The City Clerk is hereby directed to file this Ordinance with the Illinois Department of Revenue of the State of Illinois prior to April 1, 2026 for it to become effective July 1, 2026.

SECTION 4: In all other respects, the terms and provisions of the Wheaton City Code are ratified and remain in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict with these provisions are hereby repealed.

SECTION 6: In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7: The increased tax rates shall become effective July 1, 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

Passed:

Published:

MEMORANDUM

TO: The Honorable Mayor and City Council
FROM: Robert R. Lehnhardt, Director of Finance/Treasurer
DATE: January 5, 2026
SUBJECT: Municipal Gas Use Tax Ordinance – First Reading

Request

City Council consideration of an ordinance amending certain sections of Article XI (Municipal Gas Use Tax), Chapter 66 (Taxation) of the code of ordinances of the City of Wheaton.

Executive Summary

The ordinance includes the following proposed changes:

- **Section 66-292 Tax.** Changes the municipal gas use tax rate to \$0.05 per therm, with an effective date of March 1, 2026.
- **Section 66-293 Collection of gas use tax.** Adds the City Manager to enter into a contract for the collection of the municipal gas use tax.

Background

At the January 27, 2025 Planning Session, staff presented the Facilities Condition Assessment Report, which highlighted notable concerns with three (3) key facilities: the Police Station, Fire Station #39, and the Public Works Garage. Since this meeting, staff and the City Council have held discussions on financing the costs of a Police Station Remodel (\$11.2 million) and new Fire Station #39 (\$10.0 million). The 2026 Budget includes preliminary project and financing costs for these projects through a \$21.9 million general obligation bond issuance and increased revenues from the property tax levy (\$0.6 million), local sales tax (\$0.8 million), and natural gas use utility tax (\$0.5 million) to fund the annual debt service on the bonds.

Natural Gas Use Utility Tax Information

The Natural Gas Use Utility Tax is imposed on the use of natural gas. The tax can be structured as a percentage of a customer's gross receipts or at a specific rate per therm of gas used. Nicor Gas administers and collects the tax, including an administration fee of 3% of the amount collected.

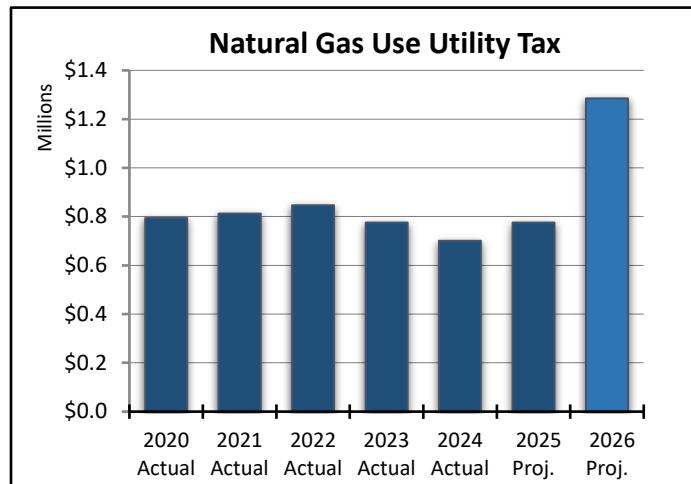


WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

In 2002, the City's rate was \$0.02 per therm and increased to \$0.03 per therm in 2010. On average from 2020 to 2024, the City collects \$785,870 annually from the natural gas use utility tax. The chart on the right shows actual revenues for the past five (5) years and projections for 2025 and 2026.

Staff is recommending increasing the rate by \$0.02 from \$0.03 per therm to \$0.05 per therm, effective March 1, 2026. The \$0.02 rate increase is estimated to generate an additional \$0.5 million in 2026. The \$0.05 per therm rate would be the maximum rate allowable under State statute.



Comparisons to Other Communities

The chart on the right provides the natural gas use utility tax rates for communities that were used in the City's 2023 benchmark study and other surrounding communities. Natural gas use utility tax rates range from \$0.0147 to \$0.05 per therm or 3.0% to 5% of gross receipts.

Municipality	Rate
Mount Prospect	\$ 0.0147
Downers Grove	\$ 0.0150
Elmhurst	\$ 0.0150
Glen Ellyn	\$ 0.0200
Carol Stream	\$ 0.0250
Warrenville	3.0%
Hoffman Estates	\$ 0.0500
Wheaton	\$ 0.0500
Lombard	5.0%
Naperville	5.0%
Winfield	5.0%

Customer Impact

The impact on a customer's monthly gas bill will vary based on a number of variables, such as square footage of homes, home-heating preferences, efficiency of furnaces and water heaters to name a few. Staff compiled gas bills from some employees, and the annual therms used ranged from 828 to 1,227. The average Illinois household uses 1,068 therms of natural gas annually. At an additional \$0.02 per therm, a household would pay an additional \$1.78 per month or \$21.36 annually.

Recommendation

Attached for your consideration is an ordinance amending certain sections of Article XI (Municipal Gas Use Tax), Chapter 66 (Taxation) of the code of ordinances of the City of Wheaton. In addition, the City Attorney worked with Nicor Gas in drafting a new Municipal Gas Use Tax Collection Agreement ("Collection Agreement") with Nicor Gas. The Collection Agreement sets forth the terms and conditions of Nicor Gas collecting and remitting the natural gas use utility tax on behalf of the City.

This item is on the agenda for a first reading, with the final adoption scheduled for the City Council Meeting on January 20, 2026.

ORDINANCE NO. O-2026-

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF ARTICLE XI (MUNICIPAL GAS USE TAX),
CHAPTER 66 (TAXATION) OF THE CODE OF ORDINANCES OF THE CITY OF WHEATON**

WHEREAS, the City of Wheaton ("City") is an Illinois Home Rule Municipality pursuant to provisions of Article VII, Section 6 of the Illinois Constitution, and as such the City may exercise any power and perform any function pertaining to its government and affairs, including taxation; and

WHEREAS, the subject matter of this ordinance pertains to the government and affairs of the City and its residents; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City to amend its ordinances regarding taxation by increasing the municipal gas use tax rate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, Illinois by its home rule authority, that the Wheaton City Code is hereby amended to provide as follows:

SECTION 1: That Section 66-292 (Tax) of Chapter 66 (Taxation), Article XI (Municipal Use Gas Tax), is hereby amended as follows:

Sec. 66-292. - Tax.

- (a) Except as otherwise provided by this article, a tax is imposed on the privilege of using or consuming gas in the city that is purchased in a sale at retail at the rate of ~~\$0.03~~ \$0.05 per therm.
- (b) The ultimate incidence of and liability for payment of the tax is on the retail purchaser, and nothing in this article shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas.
- (c) The retail purchaser shall pay the tax, measured by therms of gas delivered to the retail purchaser's premises, to the public utility designated to collect the tax pursuant to section 66-293 on or before the payment due date of the public utility's bill first reflecting the tax, or directly to the city ~~clerk~~ on or before the 15th day of the second month following the month in which the gas is delivered to the retail purchaser if no public utility had been designated to collect the tax pursuant to said section 66-293 or if the gas is delivered by a person other than a public utility so designated.
- (d) Nothing in this article shall be construed to impose a tax upon any person, business or activity which, under the Constitutions of the United States or State of Illinois, may not be made the subject of taxation by the city.
- (e) A person who purchases gas for resale and, therefore, does not pay the tax imposed by this article with respect to the use or consumption of the gas but who later uses or consumes part or all of the gas, shall pay the tax directly to the city ~~clerk~~ on or before the 15th day of the second month following the month in which the gas is used or consumed.
- (f) The tax shall apply to gas for which the delivery to the retail purchaser is billed by a public utility on or after March 1, 2026. ~~May 1, 2010~~.

(g) If it shall appear that an amount of tax has been paid which was not due under the provisions of this article, whether as a result of mistake of fact or an error of law, then such amount shall be (i) credited against any tax due, or to become due, under this article from the taxpayer who made the erroneous payment or (ii) subject to a refund if no such tax is due or to become due; provided that no amounts erroneously paid more than three years prior to the filing of a claim therefor shall be so credited or refunded.

SECTION 2: That Section 66-293 (Collection of gas use tax) of Chapter 66 (Taxation), Article XI (Municipal Use Gas Tax), is hereby amended as follows:

Sec. 66-293. Collection of gas use tax.

The city manager or director of finance is authorized to enter into a contract for collection of the tax imposed by this article with any public utility providing gas service in the city. The contract shall include and substantially conform with the following provisions:

- (1) The public utility will collect the tax from retail purchasers as an independent contractor;
- (2) The public utility will remit collected taxes to the city ~~clerk~~ no more often than once each month;
- (3) The public utility will be entitled to withhold from tax collections a service fee equal to three percent of the amounts collected and timely remitted to the city ~~clerk~~;
- (4) The public utility shall not be responsible to the city for any tax not actually collected from a retail purchaser; and
- (5) Such additional terms as the parties may agree upon.

(Code 1996, § 66-293; Ord. No. F-1477, § 2, 3-15-2010)

Editor's note(s)—Ord. No. F-1477, § 2, repealed the former § 66-293 and enacted a new § 66-293 as set out herein. The former § 66-293 pertained to similar subject matter and derived from Ord. No. F-0756, § 2, adopted Sept. 3, 2002.

Note(s)—For the purpose of this ordinance, the terms "retail purchaser" and "public utility" have the same meaning as in section 66-291 of the Wheaton City Code, as amended.

SECTION 3: In all other respects, the terms and provisions of the Wheaton City Code are ratified and remain in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict with these provisions are hereby repealed.

SECTION 5: In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law, and shall apply to any amounts billed on or after March 1, 2026; provided, however, that any amounts due or payable for any tax periods ending prior to March 1, 2026 are nevertheless to remain payable as if this Ordinance had not been adopted.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

Passed:

Published:

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: James P. Kozik, AICP, Director of Planning and Economic Development

DATE: January 5, 2026

SUBJECT: **An Ordinance Repealing Portions of Ordinance No. E-3987 Regarding a Planned Unit Development For 50 E. Loop Road and a Resolution Entering Into a Watermain Easement Agreement**

Request

City Council approval of an Ordinance repealing portions of a Planned Unit Development Ordinance and Subdivision Improvement Agreement and approval of a Resolution entering into a Watermain Easement Agreement.

Background

On May 2, 1994, the City Council approved Ordinance No. E-3987, which rezoned the property at 50 East Loop Road (Subject Property) and granted a Special Use Permit for a Planned Unit Development to allow the development of the property as an Outback Steakhouse restaurant. In furtherance of the development of the restaurant, on June 27, 1994, the City and Outback also entered into a Planned Development Subdivision Improvement Agreement. Ordinance No. E-3987 also contained a provision that the special use permit, conditions, restrictions and requirements constituted a declaration of restrictive covenants and shall bind all successors, assigns and grantees.

Proposal

A new owner/developer is planning to redevelop the Subject Property into a nursery school. According to the Wheaton Zoning Ordinance, issuance of a Special Use Permit and Planned Unit Development approval are no longer necessary for this redevelopment. Furthermore, several conditions of the existing Special Use Permit and Planned Development Subdivision Improvement Agreement are not relevant to the new development on the Subject Property. Consequently, the new owner/developer wishes to remove these conditions from the property title. In addition, when performing research on this matter, Staff discovered a City-owned watermain located along the south property line of the Subject Property was not located entirely within a utility easement.

The City Attorney has drafted an Ordinance that repeals the no longer relevant provisions of Ordinance No. E-3987 and the Planned Development Subdivision Improvement Agreement and a Resolution, entering into a Watermain Easement Agreement which would place the existing watermain fully within a utility easement.

Recommendation

Staff recommends approval of the attached Ordinance and Resolution.

Attachments

c: Kevin Nieland



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

RESOLUTION NO. R-2026-xx

**A RESOLUTION AUTHORIZING EXECUTION OF A WATERMAIN EASEMENT AGREEMENT
BETWEEN THE CITY OF WHEATON AND NNN REIT, LP
50 E. LOOP ROAD**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, NNN Reit, LP ("Grantor") owns the property located at 50 E. Loop Road, Wheaton ("Subject Property"); and

WHEREAS, there is a City-owned watermain that runs through the Subject Property for which there is no easement; and

WHEREAS, the City desires to obtain an easement from Grantor and Grantor desires to grant an easement to the City in order for the City to maintain the watermain, among other reasons; and

WHEREAS, the City and the Grantor wish to enter into a Watermain Easement Agreement for the benefit of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the Watermain Easement Agreement between the City of Wheaton and NNN Reit, LP; and that a copy of that certain Watermain Easement Agreement is attached hereto and incorporated herein as Exhibit "1".

ADOPTED this 5th day of January, 2026.

Mayor

ATTEST:

City Clerk

ROLL CALL VOTE:

Ayes:
Nays:
Absent:

Prepared by:

Legal Department
InSite Real Estate, L.L.C.
1400 16th Street, Suite 300
Oak Brook, IL 60523

Upon recording return to:

City of Wheaton
303 W Wesley St
Wheaton, IL 60187

WATERMAIN EASEMENT AGREEMENT

THIS WATERMAIN EASEMENT AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2026, by and between **NNN REIT, LP**, a Delaware limited partnership, formerly known as National Retail Properties, LP, a Delaware limited partnership ("Grantor"), whose address is 450 S. Orange Avenue, Suite 900, Orlando, Florida 32801-3339 and the **CITY OF WHEATON** ("Grantee"), whose address is 303 W Wesley St, Wheaton, IL 60187. Grantor and Grantee are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Grantor is the owner in fee simple of certain real property located in Wheaton, Illinois, legally described on Exhibit A, attached hereto and incorporated herein (the "Grantor Parcel"); and

WHEREAS, Grantee desires an easement from Grantor as depicted and legally described on Exhibit B, attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, Grantor desires to grant said easement to Grantee.

NOW, THEREFORE, in consideration of the sum of ONE and 00/100 DOLLAR (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, the easement as follows, subject to all reservations, leases, licenses, easements, restrictions, covenants, encumbrances and other matters of record:

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement (the "Easement") to construct, reconstruct, repair, inspect, maintain and operate a public watermain together with any and all necessary appliances and other structures and appurtenances as may be deemed necessary by said City of Wheaton, upon, along, under and through the Easement Area (the "Improvements"), together with the right of access across the Grantor Parcel for necessary men and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the Easement Area that interfere with the operation of such public watermain.

2. Duration. The Easement granted herein is appurtenant to and shall run with title to the Grantor Parcel and is perpetual.

3. Private Use. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Grantor Parcel to the general public or for any public use or public purpose whatsoever. No permanent buildings shall be placed in the Easement Area, but the Easement Area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with

the aforesaid uses or rights. In addition, elevations or grades shall not be changed within the Easement Area without the written approval of Grantee.

4. **Maintenance, Costs and Repair.** The costs and expenses incurred in connection with the installation, maintenance, repair, replacement and removal of any Improvements in the Easement Area ("Grantee's Maintenance") shall be borne by Grantee. Grantee, when performing or causing to be performed any such Grantee's Maintenance, shall be responsible at its expense, to backfill all areas with approved materials but shall not be liable to restore any pavement, curb and gutter, sidewalks or landscaping disturbed during such Grantee's Maintenance, and Grantor shall be responsible for the full and complete restoration of the Easement Area. Grantee covenants and warrants that it will perform all Grantee's Maintenance (i) in a professional, good and workmanlike manner in conformance with customary engineering and construction practices, (ii) in compliance with all applicable regulations and any agreements of record affecting Grantor's Property and (iii) in such a manner so as not to interfere with Grantor's Improvements within the Easement Area or any other portion of Grantor's Property.

5. **Grantor Approval of Plans and Specifications.** Grantee shall not construct or install any initial Improvements, or replace any existing Improvements, without first (i) providing written notice of the same to Grantor, which written notice shall include Grantee's plans and specifications for any such Improvements, and (ii) requesting and obtaining Grantor's written approval of the same, which written approval shall not be unreasonably conditioned, delayed or withheld.

6. **Indemnification.** To the extent permitted by applicable law, Grantee shall indemnify, hold harmless and defend Grantor, its mortgagee, general partner, limited partner, members, managers, employees, agents, contractors, invitees, officers, directors, lessees, affiliates and subsidiaries from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' and other professional fees, in connection with any property damage or personal injury, arising from or out of the exercise of the rights granted under this Agreement, including without limitation, the installation, operation, maintenance, repair, replacement or removal by Grantee its employees, agents, contractors and subcontractors, of the Improvements, except to the extent that any such claims, actions, damages, liabilities, expenses or damage arise out of the negligence or willful misconduct caused by Grantor, its employees, agents, contractors, invitees, officers, directors, affiliates or subsidiaries. The terms and conditions of this Section shall survive the expiration or earlier termination of this Agreement.

7. **Default.** If Grantee fails to satisfy or perform any of its obligations hereunder, Grantor shall have the right to so notify Grantee and, if such failure is not cured within thirty (30) days after receipt by Grantee of the notice, Grantor may take such action as is necessary under the circumstances, in which case Grantee shall reimburse Grantor for all costs incurred in connection therewith. In the event such demand for payment is not paid, Grantor may pursue any and all available remedies at law or in equity.

8. **Notices.** Any notice given under this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt or refusal of delivery, when delivered personally; (b) the day deposited with the U.S. Postal Service, when sent by certified or registered mail, postage prepaid, return receipt requested; or (c) the day deposited with a nationally recognized overnight courier service such as Federal Express, when sent next business day delivery to a U.S. address.

To Grantee: **City of Wheaton
303 W Wesley St
Wheaton, IL 60187**

To Grantor: NNN REIT, LP
450 S. Orange Avenue, Suite 900
Orlando, Florida 32801-3339
Attn: Senior Vice President – Asset Management

Any Party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with provisions hereof, to change its respective address and to specify any

other address; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be received.

9. Entire Agreement. Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between the Parties. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by all of the Parties herein.

10. Separability. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

11. Amendment; Modification. This Agreement may be amended by the written consent and mutual agreement of the Parties herein. Any such modification or amendment shall be effective when duly recorded with the DuPage County, Illinois Recorder's Office.

12. Authority. Each signatory hereto hereby warrants to the other Party that the individual has the authority to execute this Agreement for and on behalf of the entity for which it purports to act.

13. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute one Agreement.

14. Governing Law. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois.

15. Recording. This Agreement shall be recorded by the City Clerk, in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the City.

[END OF TEXT – EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

NNN REIT, LP,
a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation,
as general partner

Name: _____

By: _____
Name: _____
Title: Executive Vice President

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2025 by _____, as Executive Vice President of NNN GP Corp., a Delaware corporation, as general partner of NNN REIT, LP, a Delaware limited partnership, on behalf of the partnership. He/She is personally known to me.

Notary Public - State of Florida

Printed Name: _____
Commission Number: _____
Commission Expires: _____

(NOTARY SEAL)

GRANTEE:

CITY OF WHEATON

By: _____
Mayor

Attest: _____
City Clerk

EXHIBIT A

Legal Description of Grantor Parcel

Lot 1 in KEIM'S OUTBACK SUBDIVISION, being a resubdivision of Lot 2 in KEIM'S EAST LOOP ROAD SUBDIVISION, a resubdivision of Lot 2 in KEIM'S RESUBDIVISION of Lot 6 in DANADA FARMS EAST UNIT 1, in Section 28, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of resubdivision record May 19, 1994 as Document No. R94-114712, in DuPage County, Illinois.

Address: 50 East Loop Road, Wheaton, Illinois

PIN: 05-28-402-012

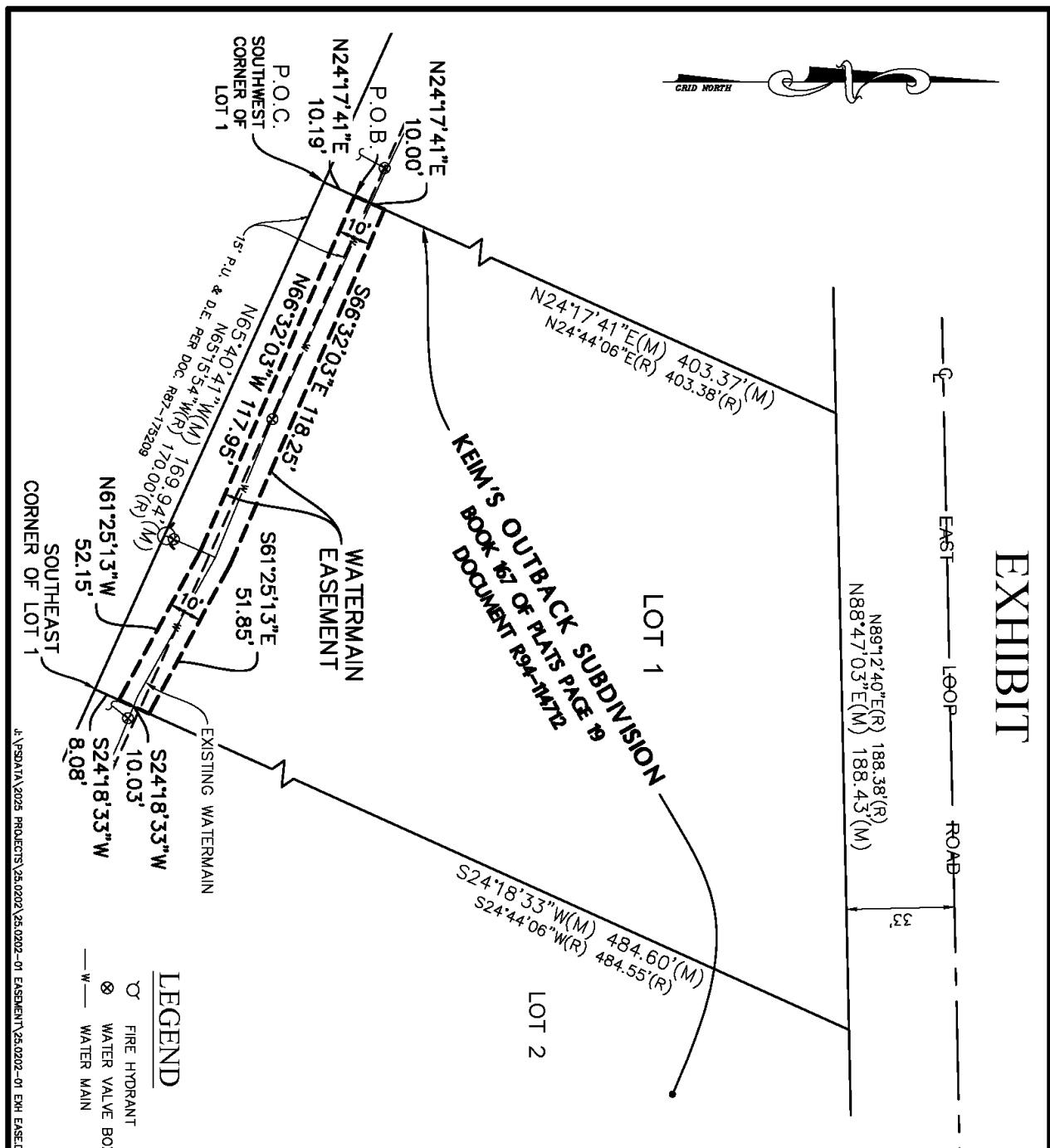
EXHIBIT B

Depiction of and Legal Description of Easement Area

PART OF LOT 1 IN KEIM'S OUTBACK SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KEIM'S EAST LOOP ROAD SUBDIVISION, A RESUBDIVISION OF LOT 2 IN KEIM'S RESUBDIVISION OF LOT 6 IN DANADA FARMS EAST UNIT 1, IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED MAY 19, 1994 AS DOCUMENT NO. R94-114712, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 24 DEGREES 17 MINUTES 41 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 10.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 24 DEGREES 17 MINUTES 41 SECONDS EAST ALONG SAID WESTERLY LINE, 10.00 FEET; THENCE SOUTH 66 DEGREES 32 MINUTES 03 SECONDS EAST, 118.25 FEET; THENCE SOUTH 61 DEGREES 25 MINUTES 13 SECONDS EAST, 51.85 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1 THAT IS 18.11 FEET NORTHEASTERLY OF, MEASURED ALONG SAID EASTERLY LINE, THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 24 DEGREES 18 MINUTES 33 SECONDS WEST ALONG SAID EASTERLY LINE, 10.03 FEET; THENCE NORTH 61 DEGREES 25 MINUTES 13 SECONDS WEST, 52.15 FEET; THENCE NORTH 66 DEGREES 32 MINUTES 03 SECONDS WEST, 117.95 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT



ORDINANCE NO. O-2026-XX

AN ORDINANCE REPEALING PORTIONS OF ORDINANCE NO. E-3987 REGARDING A PLANNED UNIT DEVELOPMENT AND A PLANNED DEVELOPMENT SUBDIVISION IMPROVEMENT AGREEMENT FOR 50 E. LOOP ROAD, WHEATON, ILLINOIS

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970, and as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on May 2, 1994, the Wheaton City Council passed Ordinance No. E-3987 "Ord. E-3987" entitled, "An Ordinance Amending the Wheaton Zoning Ordinance Map and Granting a Special Use Permit for a Planned Unit Development on a Certain Piece of Property Located on the South Side of East Loop Road approximately 300 Feet East of Naperville Road – Outback Steakhouse Restaurant" ("the Subject Property"), which was recorded against the Subject Property on May 19, 1994 as Document No. R94-114712 (a copy of Ord. E-3987 is attached hereto as Exhibit A); and

WHEREAS, the Subject Property is legally described as follows:

Lot 1 in KEIM'S OUTBACK SUBDIVISION, being a resubdivision of Lot 2 in KEIM'S EAST LOOP ROAD SUBDIVISION, a resubdivision of Lot 2 in KEIM'S RESUBDIVISION of Lot 6 in DANADA FARMS EAST UNIT 1, in Section 28, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of resubdivision record May 19, 1994 as Document No. R94-114712, in DuPage County, Illinois.

Commonly known as: 50 East Loop Road, Wheaton, Illinois

PIN: 05-28-402-012; and

WHEREAS, Ord. E-3987 approved the following:

1. Rezoning of the Subject Property to C-5 Special Use/Planned Unit Development District;
2. Granting a special use to permit the construction and use of a planned unit development for an Outback Steakhouse restaurant subject to certain conditions, including but not limited to the following;
 - a. A "shared access" between the Subject Property and the property immediately east thereof;
 - b. Designated fire lanes;
 - c. Certain building construction/material requirements;
 - d. Payment of a \$5,000 Road Improvement Contribution;
3. The final plat of subdivision; and

WHEREAS, Ord. E-3987 contained a provision that the special use permit, conditions, restrictions and requirements constituted a declaration of restrictive covenants and shall bind all successors, assigns and grantees; and

WHEREAS, on July 11, 1994, a Planned Development Subdivision Improvement Agreement between the City and Outback Steakhouse of Florida, Inc. was recorded against the Subject Property as Document No. R94-149556 (the "Subdivision Agreement"), and all of the conditions contained therein

have since been met by the developer/owner (a copy of the Subdivision Agreement is attached hereto as Exhibit B); and

WHEREAS, the restaurant on the Subject Property has been vacant since 2013: and

WHEREAS, there is a prospective new owner/developer who is seeking to redevelop the Subject Property as a nursery school; and

WHEREAS, a Special Use Permit and Planned Unit Development approval are no longer a requirement under the Wheaton Zoning Ordinance to redevelop the property as a nursery school; and

WHEREAS, all other conditions for the special use are no longer applicable to a new development on the Subject Property; and

WHEREAS, as Ord. E-3987 and the Subdivision Agreement are restrictions on the Subject Property, the prospective new owner/developer wishes to remove them from the title for the Subject Property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The foregoing recitals are incorporated herein as substantive provisions, factual and legislative findings and represent the intent of this Ordinance as if fully set forth herein.

Section 2: All parts of Ord. E-3897, except Section 2.E. which approved the Final Subdivision Plat and the Final Subdivision Plat itself which was attached to Ord. E-3987, are hereby repealed and shall have no further force or effect. Notwithstanding, the City may require the new owner/developer to enter into a new written agreement with the City for the City to enforce compliance with fire lane designations in accordance with applicable City Code.

Section 3: The Subdivision Agreement is also repealed and shall have no further force or effect.

Section 4: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 5: This Ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

Mayor

ATTEST:

City Clerk

Roll Call Vote

Ayes:

Nays:

Absent:

Passed:

Published:

ORDINANCE NO. E-3987

AN ORDINANCE AMENDING THE WHEATON ZONING ORDINANCE MAP AND
GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT ON A
CERTAIN PIECE OF PROPERTY LOCATED ON THE SOUTH SIDE OF EAST LOOP
ROAD APPROXIMATELY 300 FEET EAST OF NAPERVILLE ROAD-
OUTBACK STEAKHOUSE RESTAURANT

WHEREAS, written application has been made to amend the Zoning Map, which is attached to and forms the part of, the Zoning Ordinance of Wheaton, Illinois and for the issuance of a special use permit for a planned unit development to allow the construction of a Restaurant on property legally described herein within the city limits of Wheaton, Illinois, and located on the south side of East Loop Road approximately 300 feet east of Naperville Road; and

WHEREAS, the Plan Commission reviewed the application at its April 5, 1994 meeting and has recommended approval; and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code and the City Zoning Ordinance, a public hearing was conducted by the Board of Zoning Appeals on April 12, 1994 to consider the zoning amendment and special use permit; and the Wheaton Board of Zoning Appeals has recommended approval of the zoning amendment and issuance of the special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of Wheaton, DuPage County, Illinois ("City"), pursuant to its home rule powers, as follows:

Section 1: The Zoning Map, which is attached to and forms a part of the City Zoning Ordinance, is amended by including the following-described C-5 zoned property in the C-5 Special Use/Planned Unit Development District zoning classification:

THE WESTERLY 170 FEET OF LOT 2 AS MEASURED PERPENDICULAR TO THE WESTERLY LINE IN KEIM'S EAST LOOP SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1991 AS DOCUMENT NO. R91-080372, IN DU PAGE COUNTY, ILLINOIS

PIN 05-28-402-011

This property is commonly located at the south side of East Loop Road approximately 300 feet east of Naperville Road ("Subject Property").

Section 2: Pursuant to the Findings of Fact determined by the Wheaton Board of Zoning Appeals, a special use permit is granted to permit the construction and use of a planned unit development consisting of a Restaurant in substantial compliance with the Site Plan entitled "Outback Steakhouse-Wheaton, Illinois-Preliminary Site Plan", by Cowhey, Gudmunson, Leder, Ltd., dated February 10, 1994, revised March 25, 1994, and the representations, including

R94114712

hours of operation, architectural renderings and plans contained in the document entitled "Outback Steakhouse of Florida, Inc. Planned Unit Development Application to City of Wheaton, Illinois" dated February 15, 1994 and in further full compliance with the following conditions, restrictions and requirements:

- A. In the event of any future development of the real estate east of and adjacent to the Subject Property with a compatible use as determined by the City Council, owner, lessee or any other person or entity with an interest in the Subject Property, by accepting the benefits contained in this ordinance, agree to "shared access" between the Subject Property and the property immediately east of the Subject Property, along the rear parking area of those two parcels of real estate.
- B. Prior to the issuance of an Occupancy Permit, fire lanes shall be designated as indicated by the City of Wheaton Fire Department, at the expense of the Developer. By accepting the benefits of this Ordinance and Special Use Permit, the development of the Subject Property, and using the Subject Property as provided for in this Ordinance, owner hereby authorizes the City to enforce compliance with the fire lane designations. Additionally, a paver block fire lane connection shall be provided to the Danada East Shopping Center adjacent to the Subject Property.
- C. The rear elevation of the restaurant building to be constructed on the Subject Property shall include brick soldier course and rowlocks, similar to that which is contained on the front and sides of the restaurant building.
- D. The dumpster enclosure shall be constructed of the same brick used in the construction of the restaurant building.
- E. The Final Subdivision Plat of Keim's Outback Subdivision, prepared by Peter A. Blaeser, an Illinois Professional Land Surveyor, and dated February 24, 1994, is hereby approved. The Mayor is authorized to sign the approval form on said Plat of Subdivision and the City Clerk is authorized and directed to attest to the signature of the Mayor.
- F. A bicycle rack shall be provided on the site.
- G. Prior to the issuance of a site development permit, owner\developer shall:
 - (1) File a final set of engineering plans with the City Engineer; the plans shall be subject to the reasonable approval of the City Engineer.

- (2) File a site lighting plan in conformance with the requirements of the City Zoning Ordinance with the City Engineer; the lighting plan shall be subject to the reasonable approval of the City Engineer.
- (3) File with the City Engineer evidence from the DuPage County Department of Environmental Concerns written evidence approving connection of the sanitary sewer on the Subject Property with the sanitary sewer system servicing the property.

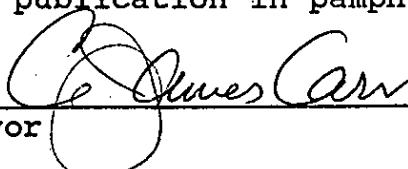
H. Developer\Owner shall pay to the City, not later than the date of issuance of the occupancy permit for the Subject Property, the sum of \$5,000 ("Road Improvement Contribution") as its only contribution for any and all future improvements to East Loop Road and/or the intersections of East Loop Road and Naperville Roads ("Improvements"). The Road Improvement Contribution shall be placed in an interest bearing account by the City. In the event Improvements expanding road capacity have not commenced within five (5) years from the date of this ordinance, the Road Improvement Contribution, plus all interest thereon, shall be refunded by the City to Developer\Owner. If the \$5,000 is expended for Road Improvements, the Subject Property and Developer\Owner shall have no further financial responsibility, and shall not be required to make any additional payment of any kind, for any Road Improvements. If the \$5,000 is returned to the Developer\Owner, the Developer\Owner may be subject to other financing mechanisms for purposes of financing Road Improvements.

I. The owner of the Subject Property shall maintain all landscaping and plantings on the Subject Property so that the number, quality, and character of the landscaping shall not be less than that which is illustrated on the approved landscape plan.

J. This special use permit, and the conditions, restrictions, and requirements recited herein, shall be considered a declaration of restrictive covenants and shall be binding upon the Subject Property and its owner, its successor, assigns, and grantees; this ordinance shall be recorded in the office of J.P. Carney, Recorder of Deeds, DuPage County, Illinois.

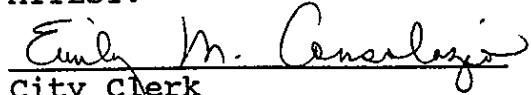
Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: The ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Mayor

ATTEST:



Emily M. Cenarlego
City Clerk

Ayes:

Roll Call Vote:

Councilman Gerig
Councilman Maxwell
Councilman Mork
Councilwoman Davenport
Councilman Eckhoff
Mayor Carr

Nays:

None

Absent:

Councilwoman Culler

Motion Carried Unanimously

Passed: May 2, 1994

Published: May 3, 1994

R94-114712

FINAL SUBDIVISION PLAT

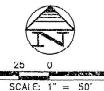
of

PARCEL INDEX NUMBERS

05-28-402-011

KEIM'S OUTBACK SUBDIVISION

IN PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
 CITY OF WHEATON
 303 W. WESLEY ST.
 (ADDRESS)
 WHEATON IL 60187
 (CITY/STATE) (ZIP CODE) (STATE CODE)

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)THIS INSTRUMENT RS4-114712 WAS FILED FOR RECORD
1955 RECORDED IN THE OFFICE OF DUPAGE COUNTY RECORDER ON THE
14th DAY OF MAY A.D. 1994 AT 10:00 O'CLOCK
A.M. AND WAS RECORDED IN BOOK 167 OF PLATS ON PAGE 19.For Deed of the
Book #E-3987
See Doc. #S4-114712John L. Plaasen
DUPAGE COUNTY RECORDER

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)I, Paul G. Remus, CITY ENGINEER OF WHEATON, ILLINOIS, DO
HEREBY CERTIFY THAT ALL REGULATIONS GOVERNING PLATS ADOPTED BY
THE CITY COUNCIL OF THE CITY OF WHEATON, ILLINOIS, HAVE BEEN
COMPILED WITHIN.DATED AT WHEATON, ILLINOIS, THIS 10 DAY OF MAY,
A.D., 1994.Paul G. Remus
CITY ENGINEER

PLAN COMMISSION'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)APPROVED THIS 5th DAY OF APRIL, A.D. 1994
BY THE PLAN COMMISSION OF THE CITY OF WHEATON, ILLINOIS.Della J. Remus
Chairwoman

CITY COUNCIL'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WHEATON,
ILLINOIS THIS 2nd DAY OF MAY, A.D. 1994.ATTEST: Emely M. Crowley John C. Crowley
CITY CLERK MAYOR

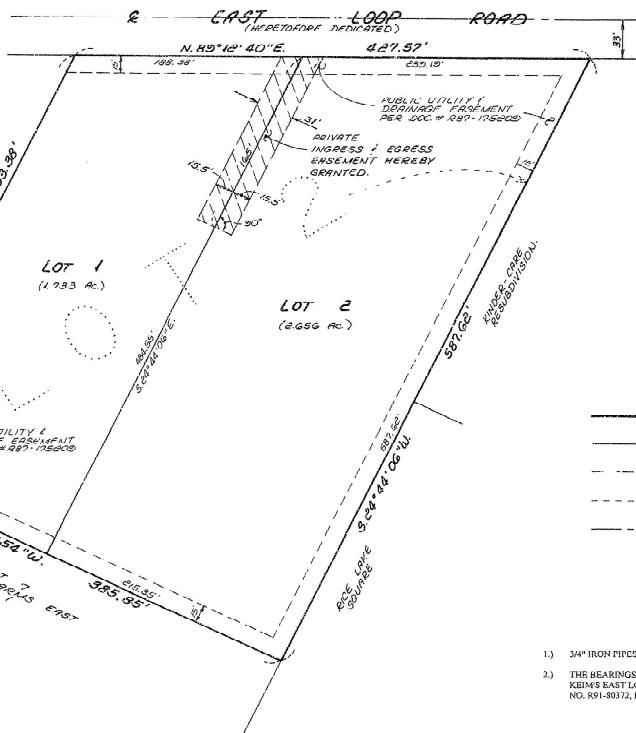
CITY COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)I, Donald P. Bremes, CITY COLLECTOR FOR THE CITY OF WHEATON
DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT
OR PAST DUES, AGREEMENTS OR ANY DEFERRED INSTALLMENTS
THROUGH THIS DATE DUE AND APPROVED AGAINST THE TRACT OF LAND
INCLUDED IN THE ANNEXED PLAT.DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS 19 DAY OF
May, A.D. 1994.Donald P. Bremes
CITY COLLECTOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)I, CARY A. KING, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO
UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE
TAX SALES AGAINST ANY OF THE LAND INCLOSED IN THE ANNEXED PLAT.I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN
CONNECTION WITH THE ANNEXED PLAT.GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF WHEATON,
ILLINOIS THIS 16 DAY OF May, A.D. 1994.CARY A. KING
COUNTY CLERK

SURFACE WATER STATEMENT

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE)TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE & SURFACE
WATER WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH
SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER
DRAINAGE AND SURFACE WATER IS CHANGED, THERE WILL BE PROVIDED
FOR COLLECTION AND DIVERSION OF SUCH SURFACE MATTER INTO PUBLIC
AREAS, OR AREAS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND
THAT THE SUBDIVIDER WILL NOT DAMAGE PLAT FOR IN ACCORDANCE WITH
GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS NOT TO BE
LIKELY OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE
CONSTRUCTION OF THE SUBDIVISION.DATED THIS 18 DAY OF May, A.D. 1994.Thomas L. Wett Henry B. Remus
Engineers & Surveyors or AppraisersMY LICENSE EXPIRES ON 11-30-94TOTAL AREA OF SUBDIVISION
4.389 Acres (More or Less)BOOK 167
Page 19

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- TOP LINE/PROPERTY LINE (Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)

NOTES

- 1.) 1/4" IRON PIPES AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- 2.) THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORD BEARINGS IN
KEIM'S EAST LOOP ROAD SUBDIVISION, RECORDED 6/29/91, AS DOCUMENT
NO. R91-30372, IN DUPAGE COUNTY, ILLINOIS.

PRIVATE INGRESS AND EGRESS EASEMENT PROVISION

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS IS HEREBY
GRANTED OVER THOSE PORTIONS OF LOTS 1 AND 2 IDENTIFIED ON
THE HEMIN PLAT BY CHROSSHAUGEN
FOR THE PURPOSE OF PROVIDING VEHICULAR ACCESS
TO THE MUTUAL BENEFIT OF OWNERS AND ASSIGNS OF SAID LOTS 1 AND 2
IN KEIM'S OUTBACK SUBDIVISION, SUBJECT TO SUCH COVENANTS
CONDITIONS, LIMITATIONS, RESTRICTIONS, RIGHTS OF TERMINATION,
AND MAINTENANCE OBLIGATIONS AS MAY HEREAFTER BE ESTABLISHED
BY THE OWNER OR OWNERS OF SAID LOTS 1 AND 2 BY SEPARATE
INSTRUMENT OR INSTRUMENTS RECORDED WITH THE DUPAGE COUNTY
RECORDER OF DEEDS OFFICE.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)I, PETER A. BLAISER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY
CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED
PROPERTY:LOT 1 IN KEIM'S EAST LOOP ROAD SUBDIVISION, BEING A SUBDIVISION OF PART
OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, RECORDING NUMBER R91-30372 IN DUPAGE COUNTY, ILLINOIS.THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY
AND SUBDIVISION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS
THEIR CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.
I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HERLON DRAWN
IS SITUATED WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS
ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL
POWER OF ZONING AS PROVIDED BY THE ILLINOIS MUNICIPAL CODE
AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A
REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD
INSURANCE RATE MAP, PARCEL NUMBER 19197-00109 WITH EFFECTIVE DATE OF
APRIL 14, 1994, THE PROPERTY IS LOCATED IN A FLOOD HAZARD AREA
AS OF OCTOBER 11, 1990. IT IS MY OPINION THAT NO PART OF THE SUBJECT PROPERTY
DESCRIBED IN THE PLAT LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS
IDENTIFIED BY SAID FEMA MAP.I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE CITY COUNCIL
RELATIVE TO PLATS AND SUBDIVISION HAVE BEEN COMPLIED WITHIN
THE PREPARATION OF THIS PLAT AND ALL PROVISIONS OF THE STATUTES OF THE
STATE OF ILLINOIS RELATIVE TO PLATS HAVE BEEN COMPLIED WITH.GIVEN UNDER MY HAND AND SEAL THIS 16 DAY OF May, A.D. 1994.John L. Plaasen
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 1994

PREPARED BY

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
1131 COUNTY FAIR ROAD
WINFIELD, ILLINOIS 60190
(708) 653-1030

DATE OF COMPLETION: 01/04/94 JOB NO. 903.017

APPENDIX

ROTARY
Jane C. Hall
PLEASE TYPEPRINT NAME

PLANNED DEVELOPMENTSUBDIVISION IMPROVEMENTAGREEMENTTHIS AGREEMENT made and entered into this 27th, June 1991

by and between the City of Wheaton, an Illinois Corporation, and having its office at City Hall, 303 West Wesley Street, Wheaton, Illinois hereinafter called "City" and Outback Steakhouse of Florida, Inc., ^{Xxx} a Florida Corporation, hereinafter called the "Developer"

WITNESSETH:

WHEREAS, the Developer is seized and possessed in fee simple title in himself or his nominee to the real estate described as follows:

A Lot 1, containing 1.733 Acres in Keim's Outback Subdivision

See Attached Legal

Property
Index Number 05 28 402 011

WHEREAS, the Developer desires to subdivide said property described above and has submitted to the City a plat of subdivision designated as: Keim's Outback Subdivision

and which subdivision plat has been approved by the Plan Commission and City Council of the City; and

WHEREAS, the City is willing to approve said subdivision plat provided that this agreement is executed to insure the completion of certain public improvements in accordance with its duly enacted ordinances, as a condition to the issuance of occupancy permits for any buildings to be constructed on the property.

NOW THEREFORE, it is mutually agreed as follows:

Prep By: Return To
City of WHEATON
303 W Wesley
Wheaton, IL 60187

RECORDED
RECEIVED
26 JUN 1991

94 JUL 11 PM '91
9556

94 JUL 11 PM '91
9556

IMPROVEMENTS

1. The developer shall furnish at his own cost and expense all necessary materials, labor and equipment to complete the required improvements required by the Subdivision Control Ordinance. These improvements are as follows: monuments, sanitary sewers and all appurtenances, storm drainage systems and all appurtenances, watermains and all appurtenances, street lighting and all appurtenances, street signs, street pavements to include curb and gutter, sidewalks, parkway trees, parkway landscaping, and detention area landscaping. All these improvements shall be in accordance with the standards, specifications, and requirements of the City of Wheaton. Such improvements are purportedly indicated by the plans and specifications approved by the City of Wheaton, shown on Exhibit A attached hereto which exhibit has been prepared by Cowhey, Gudmundson Leder, Ltd.

____ who are registered professional engineers. All utility lines and services to be replaced under the street shall be installed prior to paving.

ESCROW AND CONSTRUCTION CONTRACT

2. Attached hereto is Exhibit B, an executed contract between the Developer and a contractor, or a complete cost estimate prepared by a professional engineer, for the construction and improvements described in paragraph 1 hereof. Prior to the execution of this agreement, the Developer shall deposit in escrow (Exhibit "C") an amount equal to the sum of the total of the amounts required to pay said contractor, or 125% of the engineer's cost estimate including all final lot staking and surveying monumentation, by irrevocable letter of credit or cash, in escrow with the City of Wheaton, Illinois to be disbursed with the joint written order of the City Engineer, of the City of Wheaton and Outback Steakhouse - Richard J. Beach, agent for the Developer for the sole purpose of paying for the improvements herein described. Until said

escrow (Exhibit "C") is established with the City of Wheaton, this agreement shall not be in force and effect. The contract shall be executed by the escrow agent, who shall be approved by the City and who shall be deemed a party to this contract.

CONSTRUCTION OBSERVATIONS

3. All work shall be subject to spot construction observations and the approval of the City Engineer, and his written approval thereof shall be a condition precedent to payout or reduction of the funds deposited in escrow. The Developer shall be responsible for inspecting and insuring that his work meets with the approved plans and specifications.

OBSERVATION FEES

4. The Developer shall pay 2% of the total cost of the improvement to the City of Wheaton as an construction observation fee, as required by Ordinance. Payment is to be made within ten (10) days of the execution of this agreement.

INSURANCE

5. Prior to commencement of any work provided for herein, the Developer and/or his contractors shall furnish the City with certificates of insurance providing for workmen's compensation and employer's liability insurance, including occupational disease coverage and comprehensive liability insurance to cover said work in the following amounts:

- (a) Workmen's compensation (statutory limits)
- (b) Employer's liability (limits \$500,000/1,000,000 including liability for injury or death of City's employees).
- (c) A minimum of Two Hundred Fifty Thousand (\$250,000) Dollars for injury to one person.
- (d) A minimum of Five Hundred Thousand (\$500,000) Dollars for injury to more than one person.

R94149556

• (e) A minimum of One Hundred Thousand (\$100,000) Dollars for property damage.

The above amounts being the minimum for each accident. Said certificate or certificates of insurance shall further provide that the City is co-insured with respect to the provisions of said policy as to the improvements covered by this contract.

In addition, by its execution of this agreement, the Developer hereby agrees to indemnify and hold harmless the City, its agents and employees, and each of them, against all loss, damage, attorney's fees or expense which they may sustain or become liable for on account of injury or death of persons, or on account of damage to or destruction of property resulting from the performance of this work agreement by the Developer or his contractors or any employee or subcontractor of any of them, or by the City its agents or employees, or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance of the terms of this agreement is carried on.

ACCEPTANCE AND GUARANTEE

6. The Developer for the work herein specified guarantees that the workmanship and material furnished under the specifications and used in said work will be furnished and performed in accordance with well known established practice and standards recognized by engineers in the trade. All such work shall be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Developer and his escrow agent for a period of one year from the date of final acceptance by the City.

Prior to requesting acceptance, the Developer shall inspect and repair all deficiencies in the subject work. The City will then inspect and provide a list of deficiencies ("Punchlist").

R 94-468-149556

The Developer shall cause all deficiencies to be repaired within 60 days of receipt of the list of deficiencies or the City shall have the right to make or cause the repairs to be made and draw on the escrow, described in Paragraph 2, to insure compliance with this agreement. Failure to complete the deficiencies within 60 days may also require a re-inspection by the City at the Developer's expense. Any re-inspections by the City shall be paid for by the Developer based on time and material costs as actually incurred by the City.

There shall be retained by the City, from the amount due upon the contract, a deferred payment in the amount of ten (10) percent of the total final contract price of the improvements, which amount will be retained for one year after the completion of, and final acceptance of, the improvement, as a guarantee upon the part of the Developer that the workmanship and materials furnished therefore are first class and as above provided, and that the improvement is and will remain in good and sound condition for and during the one year period from and after its completion and acceptance.

The Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee, and shall leave the improvement in good and sound condition, satisfactory to the City Engineer, at the expiration of the guarantee. In said event and at the expiration of such period, the amount retained as a guarantee, less any and all necessary expenses which may have been incurred by the City in connection with the maintenance of the improvement, shall be paid over to the Developer as full payment for any balance due under this contract for said improvement.

Further, if during said guarantee period, the improvement shall in the opinion of the City Engineer, require any repairs or renewals which in his judgement are necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall

R94
140556

upon notification by the City Engineer of necessity for such repair or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs, renewals, within a reasonable time after notification as herein before provided, or to start work within one week after such notification, the City may cause such work to be done, either by contract or otherwise, and the entire cost and expense thereof shall be paid and deducted from the amount retained as a guarantee. Should such cost and expense exceed the amount retained or remaining in the guarantee fund, the Developer or its surety, shall pay such amount of excess to the City.

TIME LIMIT

7. The Developer shall cause said improvements herein described to be completed within one year from the date hereof. If work is not completed within the time prescribed herein, then the City shall have the right to complete said work and draw on funds in escrow as provided in Exhibit "C". The Developer shall cause his consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over original tracings thereof to the City as and for the City's property.

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ORDINANCES

8. Notwithstanding this Improvement Agreement, in the event a valid ordinance of the City was overlooked at the date hereof, the Developer upon notice from the City and prior to acceptance of the subdivision shall install or perform the improvement or work so required; further, any law or ordinance which shall be passed after the date of this Agreement, which is a law or ordinance directed to the health, safety or welfare of the public, shall apply to this property as of the effective date of said law or ordinance.

LIEN WAIVERS

9. The Developer shall furnish the City with a contractor's affidavit showing all subcontractors and material suppliers and further furnish lien

waivers that all persons who have done work, or have furnished material under this agreement, and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are not longer entitled to such lien.

OCCUPANCY PERMITS

10. It is agreed that no occupancy permits shall be issued for any building in said subdivision until all improvements required by this agreement have been completed, except for final road surface course, public sidewalks, and parkway trees. Parkway trees shall be installed within six months from the issuance of a occupancy permit. It is also agreed that parkway trees that do not meet City standards will be replaced and maintained by the Developer no later than 60 days after notification by the City.

MAINTENANCE

11. The Developer shall be responsible for the maintenance of the required improvements until such time as they are accepted by the City. This maintenance shall include routine maintenance such as snow removal, pruning and watering of parkway trees, landscaping and street sweeping as well as emergency maintenance such as sewer blockages. If the Developer requests and the City elects, at the time of the execution of this agreement, to have the City perform this maintenance he hereby agrees to reimburse the City its cost for the performance of this maintenance upon the receipt of an invoice from the City setting forth said cost to the City.

R 91-10559
666468

RESOLUTION

12. It is hereby agreed that the following development shall comply with the strict adherence of Subdivision or Planned Unit Development Ordinance requirements and as approved by Resolution ORDINANCE E-3987 a copy of which is attached hereto and made a part hereof.

BINDING EFFECT

13. This agreement shall be binding upon all parties, their successors and assigns and grantees.

SUCCESSION

14. This agreement cancels and supersedes any agreements heretofore entered into between the parties which are in conflict with the provision hereof.

AMENDMENTS

15. All amendments to this agreement shall be in writing and approved by the City Council. City Ordinance provisions in effect at the time of the request for an amendment shall apply. (Unless specified otherwise.)

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its Mayor and attested by its Clerk and the Owner has executed this agreement, all as of the date first above written.

CITY OF WHEATON, an Illinois
Municipal Corporation

BY

Mayor

ATTEST:

Endy M. Consalvo
City Clerk

X

DEVELOPER:

BY Robert D. Basham, President

R94146556

ORDINANCE NO. E-3987

AN ORDINANCE AMENDING THE WHEATON ZONING ORDINANCE MAP AND GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT ON A CERTAIN PIECE OF PROPERTY LOCATED ON THE SOUTH SIDE OF EAST LOOP ROAD APPROXIMATELY 300 FEET EAST OF NAPERVILLE ROAD-

OUTBACK STEAKHOUSE RESTAURANT

50 E. Loop Road Wheaton, IL.

WHEREAS, written application has been made to amend the Zoning Map, which is attached to and forms the part of, the Zoning Ordinance of Wheaton, Illinois and for the issuance of a special use permit for a planned unit development to allow the construction of a Restaurant on property legally described herein within the city limits of Wheaton, Illinois, and located on the south side of East Loop Road approximately 300 feet east of Naperville Road; and

WHEREAS, the Plan Commission reviewed the application at its April 5, 1994 meeting and has recommended approval; and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code and the City Zoning Ordinance, a public hearing was conducted by the Board of Zoning Appeals on April 12, 1994 to consider the zoning amendment and special use permit; and the Wheaton Board of Zoning Appeals has recommended approval of the zoning amendment and issuance of the special use permit.

NOW THEREFORE, BE IT ORDAINED by the City Council of Wheaton, DuPage County, Illinois ("City"), pursuant to its home rule powers, as follows:

Section 1: The Zoning Map, which is attached to and forms a part of the City Zoning Ordinance, is amended by including the following-described C-5 zoned property in the C-5 Special Use/Planned Unit Development District zoning classification:

THE WESTERLY 170 FEET OF LOT 2 AS MEASURED PERPENDICULAR TO THE WESTERLY LINE IN KEIM'S EAST LOOP SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1991 AS DOCUMENT NO. R91-080372, IN DU PAGE COUNTY, ILLINOIS

PIN 05-28-402-011

This property is commonly located at the south side of East Loop Road approximately 300 feet east of Naperville Road ("Subject Property").

Section 2: Pursuant to the Findings of Fact determined by the Wheaton Board of Zoning Appeals, a special use permit is granted to permit the construction and use of a planned unit development consisting of a Restaurant in substantial compliance with the Site Plan entitled "Outback Steakhouse-Wheaton, Illinois-Preliminary Site Plan", by Cowhey, Gudmunson, Leder, Ltd., dated February 10, 1994, revised March 25, 1994, and the representations, including

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hours of operation, architectural renderings and plans contained in the document entitled "Outback Steakhouse of Florida, Inc. Planned Unit Development Application to City of Wheaton, Illinois" dated February 15, 1994 and in further full compliance with the following conditions, restrictions and requirements:

- A. In the event of any future development of the real estate east of and adjacent to the Subject Property with a compatible use as determined by the City Council, owner, lessee or any other person or entity with an interest in the Subject Property, by accepting the benefits contained in this ordinance, agree to "shared access" between the Subject Property and the property immediately east of the Subject Property, along the rear parking area of those two parcels of real estate.
- B. Prior to the issuance of an Occupancy Permit, fire lanes shall be designated as indicated by the City of Wheaton Fire Department, at the expense of the Developer. By accepting the benefits of this Ordinance and Special Use Permit, the development of the Subject Property, and using the Subject Property as provided for in this Ordinance, owner hereby authorizes the City to enforce compliance with the fire lane designations. Additionally, a paver block fire lane connection shall be provided to the Danada East Shopping Center adjacent to the Subject Property.
- C. The rear elevation of the restaurant building to be constructed on the Subject Property shall include brick soldier course and rowlocks, similar to that which is contained on the front and sides of the restaurant building.
- D. The dumpster enclosure shall be constructed of the same brick used in the construction of the restaurant building.
- E. The Final Subdivision Plat of Keim's Outback Subdivision, prepared by Peter A. Blaeser, an Illinois Professional Land Surveyor, and dated February 24, 1994, is hereby approved. The Mayor is authorized to sign the approval form on said Plat of Subdivision and the City Clerk is authorized and directed to attest to the signature of the Mayor.
- F. A bicycle rack shall be provided on the site.
- G. Prior to the issuance of a site development permit, owner\developer shall:
 - (1) File a final set of engineering plans with the City Engineer; the plans shall be subject to the reasonable approval of the City Engineer.

- (2) File a site lighting plan in conformance with the requirements of the City Zoning Ordinance with the City Engineer; the lighting plan shall be subject to the reasonable approval of the City Engineer.
- (3) File with the City Engineer evidence from the DuPage County Department of Environmental Concerns written evidence approving connection of the sanitary sewer on the Subject Property with the sanitary sewer system servicing the property.

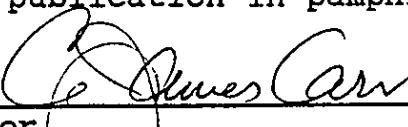
H. Developer\Owner shall pay to the City, not later than the date of issuance of the occupancy permit for the Subject Property, the sum of \$5,000 ("Road Improvement Contribution") as its only contribution for any and all future improvements to East Loop Road and/or the intersections of East Loop Road and Naperville Roads ("Improvements"). The Road Improvement Contribution shall be placed in an interest bearing account by the City. In the event Improvements expanding road capacity have not commenced within five (5) years from the date of this ordinance, the Road Improvement Contribution, plus all interest thereon, shall be refunded by the City to Developer\Owner. If the \$5,000 is expended for Road Improvements, the Subject Property and Developer\Owner shall have no further financial responsibility, and shall not be required to make any additional payment of any kind, for any Road Improvements. If the \$5,000 is returned to the Developer\Owner, the Developer\Owner may be subject to other financing mechanisms for purposes of financing Road Improvements.

I. The owner of the Subject Property shall maintain all landscaping and plantings on the Subject Property so that the number, quality, and character of the landscaping shall not be less than that which is illustrated on the approved landscape plan.

J. This special use permit, and the conditions, restrictions, and requirements recited herein, shall be considered a declaration of restrictive covenants and shall be binding upon the Subject Property and its owner, its successor, assigns, and grantees; this ordinance shall be recorded in the office of J.P. Carney, Recorder of Deeds, DuPage County, Illinois.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: The ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Mayor

ATTEST:

Emily M. Censalvo
City Clerk

Ayes:

Roll Call Vote:

Councilman Gerig
Councilman Maxwell
Councilman Mork
Councilwoman Davenport
Councilman Eckhoff
Mayor Carr

Nays:

None

Absent:

Councilwoman Culler

Motion Carried Unanimously

Passed: May 2, 1994

Published: May 3, 1994

R94E149556

COWHEY GUDMUNDSON LEDER, LTD.

ROBERT E. COWHEY, P.E.
 ROBERT W. GUDMUNDSON, P.E.
 PAUL D. LEDER, P.E.
 RANDALL A. DRUECK, P.E.
 JAMES E. KOEHLER

300 PARK BOULEVARD
 ITASCA, ILLINOIS 60143
 TELEPHONE (708) 250-9595
 FAX (708) 250-9644

HUBERT J. LOFTUS, JR., P.E.
 DONNA L. DELBRIDGE, P.E.
 LEE R. KOEHLER, P.L.S.
 DWAYNE L. GILLIAN, P.E.
 J. MARSHALL EAMES

FILE 1342/400

APRIL 26, 1994

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
 FOR
 OUTBACK STEAKHOUSE
 WHEATON, ILLINOIS

PAGE 1

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
A. EXCAVATION & GRADING					
1.	TOPSOIL STRIP		LUMP SUM	2,250.00	2,250.00
2.	CLAY CUT, CLAY FILL & COMPACT		LUMP SUM	7,500.00	7,500.00
3.	TOPSOIL RESPREAD		LUMP SUM	1,550.00	1,550.00
4.	EROSION CONTROL FABRIC FENCE	1,250	C.Y.	5.00	6,250.00
5.	GENERAL EROSION CONTROL INCL. CONSTRUCTION ENTRANCE, STRAW BALES, ETC.		LUMP SUM	2,750.00	2,750.00
TOTAL EXCAVATION & GRADING					\$20,300.00
B. SANITARY SEWER					
1.	6" PVC SANITARY SEWER	243	L.F.	20.00	4,860.00
2.	48" DIA. MANHOLE W/FRAME, LID & CHIMNEY SEAL	1	EA.	1,300.00	1,300.00
3.	GREASE TRAP STRUCTURE	1	EA.	2,000.00	2,000.00
4.	SELECT GRANULAR BACKFILL	243	L.F.	12.00	2,916.00
5.	ADJUST EXISTING STRUCTURES	1	EA.	400.00	400.00
6.	CONNECTION TO EXISTING MANHOLE	1	EA.	700.00	700.00
TOTAL SANITARY SEWER					\$12,176.00

B94149556

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
C. WATERMAIN					
1.	6" D.I. WATERMAIN	220	L.F.	16.00	3,520.00
2.	2" COPPER SERVICE	15	L.F.	15.00	225.00
3.	POLYETHYLENE TUBE	220	L.F.	2.50	550.00
4.	6" VALVE & BOX INCL. PRESSURE TAP	1	EA.	1,500.00	1,500.00
5.	2" SERVICE VALVE & BOX	1	EA.	500.00	500.00
6.	FIRE HYDRANT W/AUX. VALVE	1	EA.	1,450.00	1,450.00
7.	SELECT GRANULAR BACKFILL	235	L.F.	10.00	2,350.00
TOTAL WATERMAIN					\$10,095.00
D. STORM SEWER					
1.	10" RCP (CL IV)	222	L.F.	15.00	3,330.00
2.	12" RCP (CL IV)	168	L.F.	17.00	2,856.00
3.	15" RCP (CL IV)	224	L.F.	19.00	4,256.00
4.	24" DIA. INLET	2	EA.	425.00	850.00
5.	48" DIA. INLET	4	EA.	800.00	3,200.00
6.	48" DIA. CATCH BASIN	1	EA.	900.00	900.00
7.	48" DIA. MANHOLE	1	EA.	950.00	950.00
8.	SELECT GRANULAR BACKFILL	560	L.F.	10.00	5,600.00
9.	RESTRICTOR ASSEMBLY	1	EA.	400.00	400.00
TOTAL STORM SEWER					\$22,342.00
E. PAVEMENT, CURB & SIDEWALK					
1.	TYPE A PAVEMENT (HEAVY)	2,610	S.Y.	14.50	37,845.00
2.	TYPE B PAVEMENT	2,930	S.Y.	12.00	35,160.00
3.	CONCRETE APRON (8" PCC ON 7" AGGREGATE BASE)	75	S.Y.	35.00	2,625.00
4.	B6.12 CONCRETE CURB & GUTTER	1,925	L.F.	8.00	15,400.00
5.	SAWCUT EXISTING CURB ON EAST LOOP ROAD	78	L.F.	6.00	468.00
6.	PUBLIC SIDEWALK	744	S.F.	2.75	2,046.00
7.	PRIVATE SIDEWALK (INCL. MONOLITHIC CURB WHERE SHOWN)	2,644	S.F.	2.75	7,271.00

804-146666

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
8.	PARKING LOT PAVEMENT PAINT STRIPES, SYMBOLS, SIGNAGE & H.C. WHEEL STOPS		LUMP SUM	975.00	975.00
9.	EAST LOOP ROAD THERMOPLASTIC PAVEMENT STRIPES & SYMBOLS		LUMP SUM	750.00	750.00
10.	EMERGENCY ACCESS DRIVE "GRASSROAD PAVERS II PLUS" COMPLETE INSTALLED PER PLAN	95	S.Y.	12.00	1,140.00
TOTAL PAVEMENT, CURB SIDEWALK					\$103,680.00

F. PARKING LOT LIGHTING

1.	LIGHTS, POLES, FOUNDATIONS & WIRING, COMPLETE	6	EA.	1,700.00	10,200.00
TOTAL PARKING LOT LIGHTING					\$10,200.00

RECAP

A. EXCAVATION & GRADING	\$20,300.00
B. SANITARY SEWER	\$12,176.00
C. WATERMAIN	\$10,095.00
D. STORM SEWER	\$22,342.00
E. PAVEMENT, CURB, SIDEWALK	\$103,680.00
F. PARKING LOT LIGHTING	\$10,200.00
SUB-TOTAL	\$178,798.00
ADD 25% FOR L.O.C. (CITY REQUIREMENTS)	\$44,698.25
TOTAL LETTER OF CREDIT	\$223,491.25

80414988

MEMORANDUM

TO: The Honorable Mayor and City Council
FROM: Al McMillen, Water Superintendent
DATE: January 5, 2026
SUBJECT: **Recommendation for the award of Inspection and Repair Services for Well #12**

Request

Approve the resolution for the award of Inspection and Repair Services for Well #12.

Background

Maintenance of standby wells provides a reliable emergency water supply. During routine monthly testing, City Water Well #12 shut down and is out of service. The well casing pipe, motor, and pump need to be pulled, inspected, and repaired.

Scope of Work

The scope of work is to pull the existing column pipe, pump, and motor, perform a complete inspection, repair or replace faulty components, and reinstall and test the pump and motor.

Procurement Results

The City received a total of three (3) bids; however, only 2 were deemed responsive.

Vendor	Labor	Replacement Parts	Total Bid Amount
Municipal Well and Pump	\$31,581.60	\$16,868.00	\$48,449.60
Water Well Solutions Illinois, LLC	\$50,929.00	\$42,713.00	\$93,642.00

Procurement Review

Procurement staff reviewed all bids for conformity with the City's terms and conditions, bid bond and insurance requirements. Municipal Well and Pump is compliant with the bid requirements.

Budget Impact

\$48,449.60 will be charged to the Water Capital Fund for Inspection and Repair Services for Well #12.

Recommendation

Staff recommends that the City Council adopt the resolution authorizing the execution of Agreement No. 587 with Municipal Well and Pump for Inspection and Repair Services for Well #12 for a total amount not to exceed \$48,449.60.

The Agreement with its exhibits, bid package and responses are on file in the City Clerk's office and available for review.



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

RESOLUTION R-2026-

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 587
WITH MUNICIPAL WELL AND PUMP FOR INSPECTION AND REPAIR SERVICES FOR WELL #12 FOR A
TOTAL AMOUNT NOT TO EXCEED \$48,449.60**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City prepared an Invitation to Bid package (ITB Number 25-197) for Inspection and Repair Services for Well #12; and

WHEREAS, staff determined that the bid submitted by Municipal Well and Pump best meets the City's needs; and

WHEREAS, \$48,449.60 will be charged to the Water Capital Fund for Inspection and Repair Services for Well #12; and

WHEREAS, both parties agree to the terms and conditions set forth in the Invitation to Bid and the agreement contained in the City's ITB package for Inspection and Repair Services for Well #12; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into an agreement with Municipal Well and Pump located at 1212 Storbeck Drive, Waupun, Wisconsin 53963 for Inspection and Repair Services for Well #12 for a total amount not to exceed \$48,449.60.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to City of Wheaton Agreement No. 587 with Municipal Well and Pump for Inspection and Repair Services for Well #12; and that a copy of that certain City of Wheaton Agreement No. 587 is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 5th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

City of Wheaton, IL
Warrant Report
Warrant Number: 911
Warrant Date: 1/5/2026

To the Treasurer of the City of Wheaton:

You are hereby authorized and directed to make payment on the items as listed and approved by the City Council and to charge the same to the accounts so designated:

Vendor Name	Description	Amount
Fund: 100 - General Fund		
Org: 100 - General Fund		
JEREMIAH STANLEY	REF ESCROW-1900 MANCHESTER	3,500.00
JEWEL FOOD STORES	OFFICE SUPPLIES	50.89
PERMA-SEAL BASEMENT SYSTEMS INC	REF ESCROW-1201 MANCHESTER	500.00
Total Org: 100 - General Fund		\$4,050.89
Org: 10659900 - Fire Department Revenue		
ILLINOIS DEPT OF HEALTHCARE & FAMILY SERVICES	GEMT PROGRAM-3RD QUARTER 2025	165,021.50
Total Org: 10659900 - Fire Department Revenue		\$165,021.50
Org: 11000010 - Mayor and City Council		
COMCAST	MONTHLY PHONE SERVICE	29.02
DUPAGE MAYORS & MANAGERS CONFERENCE	MONTHLY MEETING	45.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	58.83
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	154.81
Total Org: 11000010 - Mayor and City Council		\$287.66
Org: 11212000 - Boards and Commissions		
CURIE ENVIRONMENTAL SERVICES LLC	SMOKE ALARM RECYCLING KIT	3,369.50
MCALISTERS DELI	MEETING EXPENSES-FOOD	125.10
MCALISTERS DELI	MEETING EXPENSES-FOOD	181.30
PANERA BREAD	MEETING EXPENSES-FOOD	172.23
PANERA BREAD	MEETING EXPENSES-FOOD	174.11
ROTARY CLUB OF WHEATON AM	POINSETTIAS	413.00
Total Org: 11212000 - Boards and Commissions		\$4,435.24
Org: 11500010 - City Manager's Office		
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	137.19
CHATGPT	SUBSCRIPTION RENEWAL	20.00
COMCAST	MONTHLY PHONE SERVICE	24.87
DUPAGE COUNTY RECORDER	RECORDING FEES	134.00
DUPAGE MAYORS & MANAGERS CONFERENCE	MONTHLY MEETING	45.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	58.84
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	154.81
Total Org: 11500010 - City Manager's Office		\$574.71
Org: 11700010 - Legal Services		

Vendor Name	Description	Amount
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	47.43
DUPAGE CO BAR ASSOCIATION	COURTHOUSE ID PASS	35.00
IL LOCAL GOVERNMENT	ANNUAL MEMBERSHIP DUES	243.00
Total Org: 11700010 - Legal Services		\$325.43

Org: 12000010 - Finance

AMAZON.COM LLC	OFFICE SUPPLIES	39.77
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	42.33
COMCAST	MONTHLY PHONE SERVICE	62.18
GOVOLUTION LLC	CREDIT CARD FEES-NOVEMBER	643.33
OFFICE DEPOT	OFFICE SUPPLIES	2.62
OFFICE DEPOT	OFFICE SUPPLIES	58.41
OFFICE DEPOT	OFFICE SUPPLIES	61.42
OFFICE DEPOT	OFFICE SUPPLIES	78.92
PAYMENTECH LLC	CREDIT CARD FEES-NOVEMBER	456.64
PAYMENTECH LLC	CREDIT CARD FEES-NOVEMBER	665.07
PAYMENTECH LLC	CREDIT CARD FEES-NOVEMBER	831.83
PAYMENTECH LLC	CREDIT CARD FEES-NOVEMBER	5,988.23
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	176.51
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	233.60
TYLER BUSINESS FORMS	PRINTING-TAX FORMS	176.69
TYLER BUSINESS FORMS	PRINTING-TAX FORMS	494.07
Total Org: 12000010 - Finance		\$10,011.62

Org: 12500010 - Human Resources

AMAZON.COM LLC	HOLIDAY LUNCHEON EXPENSES	38.97
AMERICAN PUBLIC WORKS ASSOCIATION	EMPLOYMENT AD	25.00
AMLEE, EILEEN MURPHY	REIMB-HOLIDAY LUNCHEON EXPENSES	68.16
AMLINGS FLOWERLAND	FLOWERS	122.94
AMLINGS FLOWERLAND	FLOWERS	131.94
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	42.33
COMCAST	MONTHLY PHONE SERVICE	12.44
HOME DEPOT USA INC	STUFF A TRUCK EXPENSES	17.44
DBA THE HOME DEPOT PRO		
JEWEL FOOD STORES	BIOMETRIC SCREENING REFRESHMENTS	36.49
LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TESTING SERVICES	63.00
NPELRA	ANNUAL MEMBERSHIP DUES	230.00
NPELRA	HR TRAINING	100.00
PORTILLO'S HOT DOGS INC	HOLIDAY LUNCHEON	987.94
TARGET CORPORATION	STUFF A TRUCK EXPENSES	7.56
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	58.83
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	154.81
ZIPRECRUITER INC	EMPLOYMENT AD	240.00
Total Org: 12500010 - Human Resources		\$2,337.85

Org: 13000015 - Information Technology

AMAZON.COM LLC	COMPUTER SPEAKERS	56.99
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Vendor Name	Description	Amount
AMAZON.COM LLC	COMPUTER SPEAKERS	79.99
AMAZON.COM LLC	COMPUTER SPEAKERS RETURNED	-79.99
AMAZON.COM LLC	ETHERNET TRANSCEIVERS	119.51
AMAZON.COM LLC	HARD DRIVE	144.49
AMAZON.COM LLC	TONER	164.99
AMAZON.COM LLC	WIRELESS KEYBOARD, MOUSE	75.63
AT&T	MONTHLY INTERNET SERVICE	979.00
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	85.30
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	174.42
CDW GOVERNMENT INC	TONER	307.46
CDW GOVERNMENT INC	TONER	170.22
CDW GOVERNMENT INC	UPS SUPPORT	751.04
COMCAST	MONTHLY DATA NETWORK SERVICE	1,496.86
COMCAST	MONTHLY PHONE SERVICE	37.30
DUO SECURITY LLC	SUBSCRIPTION RENEWAL	30.00
EASYDNS TECHNOLOGIES INC	SUBSCRIPTION RENEWAL	2.14
HEARTLAND BUSINESS SYSTEMS LLC	NETWORK SECURITY CONSULTING	437.50
ILLUMANT LLC	SECURITY CONSULTING SERVICES	962.50
IMAGING ESSENTIALS INC	MONTHLY PRINTER RENTAL-DECEMBER	166.63
DBA CLIFFORD WALD & CO		
KEITH DARBY	REIMB-CONFERENCE EXPENSES	62.40
KEITH DARBY	REIMB-MEETING EXPENSES	56.00
LOGIFORMS.COM	SUBSCRIPTION RENEWAL	54.95
T-MOBILE USA INC	MONTHLY BROADBAND SERVICE	40.76
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	28.00
UBIQUITI INC	NETWORK SWITCH	984.96
UBIQUITI INC	SUBSCRIPTION RENEWAL	29.00
Total Org: 13000015 - Information Technology		\$7,418.05

Org: 13500015 - Communications

ADOBIE INC	SUBSCRIPTION RENEWAL	69.99
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	84.66
CHICAGO TRIBUNE	SUBSCRIPTION RENEWAL	56.00
COMCAST	MONTHLY PHONE SERVICE	20.73
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	36.01
Total Org: 13500015 - Communications		\$267.39

Org: 14000010 - Planning & Economic Develop

AT&T MOBILITY	MONTHLY CELLULAR SERVICE	42.33
COMCAST	MONTHLY PHONE SERVICE	8.29
IMAGING ESSENTIALS INC	MONTHLY PRINTER RENTAL-DECEMBER	24.38
DBA CLIFFORD WALD & CO		
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	98.12
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	65.70
Total Org: 14000010 - Planning & Economic Develop		\$238.82

Org: 14500010 - Engineering

Vendor Name	Description	Amount
ASSOCIATION OF STATE FLOODPLAIN MANAGERS INC	ANNUAL MEMBERSHIP DUES	50.00
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	338.64
COMCAST	MONTHLY PHONE SERVICE	37.31
IMAGING ESSENTIALS INC DBA CLIFFORD WALD & CO	MONTHLY PRINTER RENTAL-DECEMBER	125.98
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	58.84
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	30.50
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	56.03
WEATHERTECH DIRECT	TRUCK FLOOR LINERS	98.95
Total Org: 14500010 - Engineering		\$796.25

Org: 15000010 - Building and Code Enforcement

AT&T MOBILITY	MONTHLY CELLULAR SERVICE	68.40
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	132.09
COMCAST	MONTHLY PHONE SERVICE	45.60
CROSS RHODES REPROGRAPHIC	DOCUMENT SCANNING	675.85
IMAGING ESSENTIALS INC DBA CLIFFORD WALD & CO	MONTHLY PRINTER RENTAL-DECEMBER	89.41
INT'L CODE COUNCIL INC	CODE BOOKS	782.50
SUBURBAN BUILDING OFFICIALS CONFERENCE-SBOC	BUILDING & CODE TRAINING	140.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	98.11
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	65.70
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	272.09
Total Org: 15000010 - Building and Code Enforcement		\$2,369.75

Org: 15540000 - Buildings & Grounds

AMAZON.COM LLC	HARDWARE SUPPLIES	35.38
AMAZON.COM LLC	HARDWARE SUPPLIES	42.42
AMAZON.COM LLC	HARDWARE SUPPLIES RETURNED	-46.82
AMAZON.COM LLC	HARDWARE SUPPLIES RETURNED	-45.98
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	84.66
COMCAST	MONTHLY PHONE SERVICE	16.58
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	7.47
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	10.44
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	25.33
MENARDS INC	HARDWARE SUPPLIES	1.69
MENARDS INC	HARDWARE SUPPLIES	66.64
SAM'S CLUB	ANNUAL MEMBERSHIP RENEWAL	110.00
SAM'S CLUB	OFFICE SUPPLIES	17.94
SAM'S CLUB	OFFICE SUPPLIES	140.40
SAM'S CLUB	OFFICE SUPPLIES	143.13
SAM'S CLUB	OFFICE SUPPLIES	605.21
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
SOUTH SIDE CONTROL SUPPLY CO	HARDWARE SUPPLIES	8.72
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	4,960.09
WHEATON SANITARY DISTRICT	CONVENIENCE FEE	1.50

Vendor Name	Description	Amount
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	29.34
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	49.76
Total Org: 15540000 - Buildings & Grounds		\$6,278.67

Org: 15540020 - Police Station Maintenance

AMAZON.COM LLC	OFFICE SUPPLIES	45.99
BEST TECHNOLOGY SYSTEMS INC	ANNUAL GUN RANGE MAINTENANCE	15,825.00
FOX TOWN PLUMBING INC	PLUMBING REPAIRS	764.00
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	12.26
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	13.48
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	27.36
MENARDS INC	HARDWARE SUPPLIES	181.00
MENARDS INC	HARDWARE SUPPLIES RETURNED	-15.58
SAM'S CLUB	OFFICE SUPPLIES	605.21
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	6,850.32
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	123.28
Total Org: 15540020 - Police Station Maintenance		\$24,447.09

Org: 15540031 - Fire Station #38 Maintenance

AMAZON.COM LLC	HUMIDIFIER	149.99
AMAZON.COM LLC	OFFICE SUPPLIES	999.95
BOUND TREE MEDICAL LLC	GLOVES	805.40
FOX TOWN PLUMBING INC	PLUMBING REPAIRS	144.00
FOX TOWN PLUMBING INC	PLUMBING SUPPLIES	66.00
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	15.21
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	17.93
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	24.45
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	52.00
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	190.77
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	221.90
MENARDS INC	HARDWARE SUPPLIES	17.52
MENARDS INC	HARDWARE SUPPLIES	64.38
SAM'S CLUB	OFFICE SUPPLIES	27.56
SAM'S CLUB	OFFICE SUPPLIES	122.82
SAM'S CLUB	OFFICE SUPPLIES	334.64
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	143.82
Total Org: 15540031 - Fire Station #38 Maintenance		\$3,413.11

Org: 15540032 - Fire Station #39 Maintenance

AMAZON.COM LLC	FILTER	45.88
MENARDS INC	HARDWARE SUPPLIES RETURNED	-15.58
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	82.43

Vendor Name	Description	Amount
Total Org: 15540032 - Fire Station #39 Maintenance		\$127.50
Org: 15540033 - Fire Station #37 Maintenance		
MENARDS INC	HARDWARE SUPPLIES	27.58
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	80.67
Total Org: 15540033 - Fire Station #37 Maintenance		\$123.02
Org: 15540040 - PW Building Maintenance		
AMAZON.COM LLC	HARDWARE SUPPLIES	45.84
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	68.67
MENARDS INC	HARDWARE SUPPLIES	48.48
MENARDS INC	HARDWARE SUPPLIES RETURNED	-15.58
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	1,475.57
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	160.04
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	180.46
Total Org: 15540040 - PW Building Maintenance		\$1,978.25
Org: 16010020 - Police Administrative		
COMCAST	MONTHLY CABLE SERVICE	54.15
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	78.57
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	25.58
UNITED STATES POSTAL SERV	POSTAGE	20.80
UNITED STATES POSTAL SERV	POSTAGE	24.15
UNITED STATES POSTAL SERV	POSTAGE	40.30
WESLEY MAXI CLEANERS INC	UNIFORM CLEANING-NOVEMBER	57.00
Total Org: 16010020 - Police Administrative		\$300.55
Org: 16050220 - Police Support Services		
AMAZON.COM LLC	OFFICE SUPPLIES	31.34
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	48.56
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	2,376.50
COMCAST	MONTHLY PHONE SERVICE	428.17
IMS INC	EVIDENCE TECH SUPPLIES	394.40
LYNN PEAVEY COMPANY	EVIDENCE TECH SUPPLIES	252.99
MEDPRO WASTE DISPOSAL LLC	MEDICAL WASTE DISPOSAL	38.29
OFFICE DEPOT	OFFICE SUPPLIES	13.09
OFFICE DEPOT	OFFICE SUPPLIES	47.84
OFFICE DEPOT	OFFICE SUPPLIES	453.63
PRI MANAGEMENT GROUP	POLICE TRAINING	299.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	176.50
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	72.48
ULINE	EVIDENCE TECH SUPPLIES	349.48
WESLEY MAXI CLEANERS INC	UNIFORM CLEANING-NOVEMBER	48.00
Total Org: 16050220 - Police Support Services		\$5,030.27

Vendor Name	Description	Amount
Org: 16052020 - Police Investigative Services		
AL'S PIZZA	MEETING EXPENSES-FOOD	109.25
AMAZON.COM LLC	OFFICE SUPPLIES	19.61
BOWLERO	EXPLORER PROGRAM EXPENSES	228.61
COMCAST	MONTHLY INTERNET SERVICE	143.90
JACQUELYN JOHNSON	REIMB-TRAINING EXPENSES	280.40
NOODLES & COMPANY	PRISONER MEAL	7.25
T-MOBILE USA INC	SEARCH WARRANT FEES	50.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	78.57
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	36.24
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	36.01
WESLEY MAXI CLEANERS INC	UNIFORM CLEANING-NOVEMBER	228.20
Total Org: 16052020 - Police Investigative Services		\$1,218.04
Org: 16053020 - Traffic Patrol Services		
AMAZON.COM LLC	DRONE SUPPLIES	44.97
AMAZON.COM LLC	OFFICE SUPPLIES	108.07
AMAZON.COM LLC	RIFLE CASE RETURNED	-164.99
AMAZON.COM LLC	UNIFORM ALLOWANCE	105.98
AMAZON.COM LLC	UNIFORM ALLOWANCE	219.95
ANARCHY OUTDOORS	UNIFORM ALLOWANCE	588.52
AXON ENTERPRISE INC	POLICE TRAINING	895.00
AXON ENTERPRISE INC	POLICE TRAINING	1,790.00
BOUND TREE MEDICAL LLC	AED PAD REPLACEMENTS	1,914.93
BRECHBUHLER SCALES INC	SCALE REPAIRS	268.60
DBA ADVANCED WEIGHING SYSTEMS INC		
CHRISTOPHER DEMPSEY	REIMB-TRAINING EXPENSES	45.02
CHRISTOPHER KELLY	REIMB-TRAINING EXPENSES	23.32
CHRISTOPHER KELLY	REIMB-TRAINING EXPENSES	60.14
ELEFTHERIA LOLIS	REIMB-TRAINING EXPENSES	72.50
ERIC SOUSANES	REIMB-TRAINING EXPENSES	32.84
EVAN TSCHIDA	REIMB-TRAINING EXPENSES	329.40
GALL'S LLC	UNIFORM ALLOWANCE	72.59
GLOCK PROFESSIONAL INC	POLICE TRAINING	1,200.00
GRACE TURNER	REIMB-TRAINING EXPENSES	72.50
HOME DEPOT CREDIT SERVICE	RANGE SUPPLIES	79.68
JERSEY MIKE'S SUBS	MEETING EXPENSES-FOOD	249.80
JEWEL FOOD STORES	CLEANING SUPPLIES	15.98
JILL UHLIR	REIMB-TRAINING EXPENSES	45.02
JUSTIN LONG	REIMB-TRAINING EXPENSES	158.64
LAW ENFORCEMENT TRAINING LLC	ANNUAL MEMBERSHIP DUES	3,450.00
MCDONALD'S	PRISONER MEAL	9.38
MIGUEL PALOMO	REIMB-CONFERENCE EXPENSES	98.70
MIGUEL PALOMO	REIMB-TRAINING EXPENSES	34.94
MIGUEL PALOMO	REIMB-TRAINING EXPENSES	36.34
NORTH EAST MULTI REGIONAL TRAINING	POLICE TRAINING	50.00

Vendor Name	Description	Amount
NORTH EAST MULTI REGIONAL TRAINING	POLICE TRAINING	275.00
NORTH EAST MULTI REGIONAL TRAINING	POLICE TRAINING	300.00
NORTHWESTERN UNIV CENTER FOR PUBLIC SAFETY	STAFF AND COMMAND TRAINING	4,700.00
PAUL DENOVO	REIMB-TRAINING EXPENSES	171.20
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	373.46
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	511.58
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	533.44
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	842.40
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	3,604.81
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	3,680.39
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	3,725.39
RAYMOND O'HERRON CO INC	WEAPON REPLACEMENT	852.67
RAYMOND O'HERRON CO INC	WEAPON TRADE-IN	-852.67
SCHEELS ALL SPORTS	UNIFORM ALLOWANCE	479.98
STREICHER'S INC	TRAINING AMMUNITION	1,349.00
TARGET CORPORATION	CLEANING SUPPLIES	71.90
T-MOBILE USA INC	MONTHLY BROADBAND SERVICE	21.34
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	78.57
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	72.41
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	1,252.44
WESLEY MAXI CLEANERS INC	BLANKET CLEANING-NOVEMBER	92.00
WESLEY MAXI CLEANERS INC	UNIFORM CLEANING-NOVEMBER	911.25
Total Org: 16053020 - Traffic Patrol Services		\$34,954.38

Org: 16053120 - Police General Services

ROBERT J ERICKSON	ANIMAL CONTROL FEES-NOVEMBER	600.00
DBA SCIENTIFIC WILDLIFE MANAGEMENT		
WESLEY MAXI CLEANERS INC	UNIFORM CLEANING-NOVEMBER	175.75

Total Org: 16053120 - Police General Services

Org: 16560031 - Fire Administrative

AT&T MOBILITY	MONTHLY CELLULAR SERVICE	498.79
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	911.92
COMCAST	MONTHLY DATA NETWORK SERVICE	2,040.00
COMCAST	MONTHLY PHONE SERVICE	185.55
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	94.00
DBA THE LOCKER SHOP		
PETE'S MARKET	PROMOTION REFRESHMENTS	221.76
PETE'S MARKET	SALES TAX CREDIT	-3.81
T-MOBILE USA INC	MONTHLY BROADBAND SERVICE	141.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	78.57
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	65.73
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	396.11

Total Org: 16560031 - Fire Administrative

Org: 16562000 - Firefighting/Investigation

AIR ONE EQUIPMENT INC	INTAKE VALVE GASKETS	215.00
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Vendor Name	Description	Amount
AIR ONE EQUIPMENT INC	SCBA REPAIRS	121.21
AIR ONE EQUIPMENT INC	SCBA REPAIRS	660.53
AIR ONE EQUIPMENT INC	VENTILATION FAN	4,465.00
IL DEPT OF PUBLIC HEALTH	AMBULANCE INSPECTION FEE	102.25
IL DEPT OF PUBLIC HEALTH	EMT LICENSE RENEWAL	21.00
IL FIRE CHIEF'S ASSOC	FIRE TRAINING	475.00
MARIANO'S	OIL DRY	25.98
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	13.00
DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	14.00
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	76.00
DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	26.00
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	30.00
DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	46.00
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	84.00
DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	135.00
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	160.00
DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	1,068.00
ON TIME EMBROIDERY INC	UNIFORM ALLOWANCE	347.00
TARGET CORPORATION	OFFICE SUPPLIES	107.50
WESTLAKE HARDWARE INC	HARDWARE SUPPLIES	15.29
DBA BUIKEMA'S ACE HARDWARE		
Total Org: 16562000 - Firefighting/Investigation		\$8,536.76

Org: 16564000 - Homeland Security		
COMCAST	MONTHLY PHONE SERVICE	245.94
MES I ACQUISITION INC	SENSIT GAS METER	2,434.00
DBA MES SERVICE COMPANY LLC	MONTHLY BROADBAND SERVICE	17.80
VERIZON WIRELESS SERVICES LLC		
Total Org: 16564000 - Homeland Security		\$2,697.74

Org: 16565000 - Medical/Rescue Services		
AIRGAS USA LLC	OXYGEN	1,107.54
BOUND TREE MEDICAL LLC	EMS SUPPLIES	29.96
BOUND TREE MEDICAL LLC	EMS SUPPLIES	118.52
COMCAST	EMS COMMUNICATIONS	10.50
Total Org: 16565000 - Medical/Rescue Services		\$1,266.52

Org: 17010040 - Public Works Administrative		
ANTHONY DIBELLA	REIMB-CDL RENEWAL	66.46
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	81.06

Vendor Name	Description	Amount
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	502.93
COMCAST	MONTHLY PHONE SERVICE	66.33
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK	ANNUAL MEMBERSHIP DUES	250.00
JASON ACKERLUND	REIMB-CDL RENEWAL	60.00
MARIA CRUZ-MARSCHITZ	REIMB-EMPLOYEE RELATIONS	10.78
MARIA CRUZ-MARSCHITZ	REIMB-EMPLOYEE RELATIONS	38.35
MARIA CRUZ-MARSCHITZ	REIMB-HOLIDAY LUNCHEON EXPENSES	69.59
OFFICE DEPOT	OFFICE SUPPLIES	6.89
OFFICE DEPOT	OFFICE SUPPLIES	44.68
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	78.57
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	109.25
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	504.14
Total Org: 17010040 - Public Works Administrative		\$1,889.03

Org: 17030701 - Special Events

HOME DEPOT CREDIT SERVICE	HOLIDAY DECORATIONS	50.88
HOME DEPOT CREDIT SERVICE	HOLIDAY DECORATIONS	107.70
HOME DEPOT CREDIT SERVICE	HOLIDAY DECORATIONS	161.52
WW GRAINGER INC	CABLE TIES	282.00
Total Org: 17030701 - Special Events		\$602.10

Org: 17031720 - Traffic Signs and Lines

FIERY LLC	SIGN MATERIAL SOFTWARE	449.00
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	191.36
HOME DEPOT CREDIT SERVICE	STORAGE SHED	4,918.00
KEY INDUSTRIES INC	SAFETY SWEATSHIRTS	187.86
TRAFFIC CONTROL & PROTECTION LLC	ROAD MATERIAL	860.00
DBA HIGH STAR TRAFFIC		
TRAFFIC CONTROL & PROTECTION LLC	ROAD MATERIAL	5,206.08
DBA HIGH STAR TRAFFIC		
Total Org: 17031720 - Traffic Signs and Lines		\$11,812.30

Org: 17031721 - Street Lights & Traffic Signal

DUPAGE COUNTY DIVISION OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	1,113.69
H & H ELECTRIC CO	TRAFFIC SIGNAL MAINTENANCE	4,722.20
HOME DEPOT CREDIT SERVICE	CONDUIT	279.00
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	124.74
HOME DEPOT CREDIT SERVICE	WIRE	480.00
STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	16,410.42
Total Org: 17031721 - Street Lights & Traffic Signal		\$23,130.05

Org: 17031722 - Snow and Ice Control

BATTERIES PLUS	BATTERY	39.98
BELL CARTAGE CORP	SNOW REMOVAL	6,148.00
BELL CARTAGE CORP	SNOW REMOVAL	6,264.00
COUNTY FARM BAGELS	SNOW MEETING EXPENSES-FOOD	106.87
JEWEL FOOD STORES	SNOW MEETING EXPENSES-FOOD	35.92
RUSSO POWER EQUIPMENT	ICE MELT	742.50

Vendor Name	Description	Amount
WEST SIDE TRACTOR SALES COMPANY	WHEEL LOADER RENTAL	5,145.00
Total Org: 17031722 - Snow and Ice Control		\$18,482.27
Org: 17031723 - Street & Sidewalk Maintenance		
KEY INDUSTRIES INC	SAFETY SWEATSHIRTS	435.14
LRS HOLDINGS LLC	PORTABLE RESTROOM RENTAL	304.88
DBA LAKESHORE RECYCLING SYSTEMS		
SUPERIOR ASPHALT MATERIAL LLC	ASPHALT	220.35
Total Org: 17031723 - Street & Sidewalk Maintenance		\$960.37
Org: 17032740 - Forestry Operations		
AMAZON.COM LLC	GLOVES, EAR PLUGS	337.13
AMAZON.COM LLC	ROPE STORAGE BAG	40.84
AMAZON.COM LLC	SAFETY HELMET	99.00
RUSSO POWER EQUIPMENT	HAND SAW, BLADES, ADAPTER	310.95
RUSSO POWER EQUIPMENT	REPAIR CHAINS	409.85
Total Org: 17032740 - Forestry Operations		\$1,197.77
Org: 17032741 - Public Grounds		
AMAZON.COM LLC	BARRICADES	284.20
AMAZON.COM LLC	BARRICADES	358.99
FIREPITS DIRECT	PILOT BURNER	562.07
HOME DEPOT CREDIT SERVICE	HOLIDAY DECORATIONS	179.94
HOME DEPOT CREDIT SERVICE	PAVERS	122.73
HOME DEPOT CREDIT SERVICE	POWER WASHER	448.97
ILCA	PW TRAINING	40.00
JIM CARTER	REIMB-MAILBOX	45.00
MICHAEL SCALZO	REIMB-MAILBOX	45.00
RUSSO POWER EQUIPMENT	EAR PLUGS, GLOVES, SAFETY GLASSES	219.84
RUSSO POWER EQUIPMENT	SAFE GRIP MATS	1,079.96
SHERWIN-WILLIAMS	PAINT	695.30
TOM BARTO	REIMB-MAILBOX	45.00
TRACY SMITH	REIMB-MAILBOX	45.00
WINDY CITY FIREPLACE	PILOT ASSEMBLY REPLACEMENT	350.00
Total Org: 17032741 - Public Grounds		\$4,522.00
Org: 18020000 - Local Admin Adjudication		
DACRA ADJUDICATION SYSTEMS	ADJUDICATION MAILING SERVICES-NOVEMBER	640.90
DBA DACRA TECH LLC		
ROBBINS SCHWARTZ NICHOLAS LIFTON & TAYLOR	ADJUDICATION HEARING SERVICES-NOVEMBER	250.00
DBA ROBBINS SCHWARTZ		
Total Org: 18020000 - Local Admin Adjudication		\$890.90
Org: 18050130 - Senior Citizens Programs		
PACE	RIDE DUPAGE-SEPTEMBER	1,204.28
PACE	RIDE DUPAGE-SEPTEMBER	6,431.64
Total Org: 18050130 - Senior Citizens Programs		\$7,635.92

Vendor Name	Description	Amount
Org: 18050140 - Municipal Band		
ALPHAGRAPHICS	PRINTING-BUSINESS CARDS	42.34
GATEWAY SHEET MUSIC INC DBA GATEWAY SHEET MUSIC	CONCERT BAND MUSIC	1,150.00
Total Org: 18050140 - Municipal Band		\$1,192.34
Total Fund: 100 - General Fund		\$366,227.48
Fund: 232 - State Forfeiture Fund		
Org: 23280010 - State Article36 Seizure Expens		
KIT'S TOWING	POLICE TOWING CHARGES	165.00
RAPID TRANSPORT TOWING INC	POLICE TOWING CHARGES	270.00
Total Org: 23280010 - State Article36 Seizure Expens		\$435.00
Total Fund: 232 - State Forfeiture Fund		\$435.00
Fund: 272 - TIF 2 Main St Redevlpmnt Fund		
Org: 27240010 - TIF 2 Main St Redevelop Exp		
COLLEGE OF DUPAGE	TIF 2 SURPLUS DISTRIBUTION	11,125.56
COMMUNITY UNIT SCHOOL DISTRICT 200	TIF 2 SURPLUS DISTRIBUTION	264,206.18
DUPAGE AIRPORT AUTHORITY	TIF 2 SURPLUS DISTRIBUTION	786.49
DUPAGE COUNTY	TIF 2 SURPLUS DISTRIBUTION	8,667.78
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	TIF 2 SURPLUS DISTRIBUTION	6,428.47
MILTON TOWNSHIP	TIF 2 SURPLUS DISTRIBUTION	3,255.20
MILTON TOWNSHIP ROAD DISTRICT	TIF 2 SURPLUS DISTRIBUTION	4,008.92
WHEATON MOSQUITO ABATEMENT DISTRICT	TIF 2 SURPLUS DISTRIBUTION	841.11
WHEATON PARK DISTRICT	TIF 2 SURPLUS DISTRIBUTION	39,329.98
Total Org: 27240010 - TIF 2 Main St Redevelop Exp		\$338,649.69
Total Fund: 272 - TIF 2 Main St Redevlpmnt Fund		\$338,649.69
Fund: 273 - TIF 3 Courthouse Rdvlpmnt Fund		
Org: 27340010 - TIF 3 Courthouse Redevelop Exp		
COLLEGE OF DUPAGE	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	79,181.99
COMMUNITY UNIT SCHOOL DISTRICT 200	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	2,012,299.55
DUPAGE AIRPORT AUTHORITY	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	5,384.73
DUPAGE COUNTY	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	60,070.62
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	57,819.63
KWCC INC	WATER BUILDING EXTERIOR RENOVATION	175,847.22
MILTON TOWNSHIP	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	18,272.77
MILTON TOWNSHIP MENTAL HEALTH	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	7,856.41
MILTON TOWNSHIP ROAD DISTRICT	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	31,425.63
WHEATON MOSQUITO ABATEMENT DISTRICT	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	5,737.83
WHEATON PARK DISTRICT	TIF 3 VOLUNTARY SURPLUS DISTRIBUTION	241,606.59
Total Org: 27340010 - TIF 3 Courthouse Redevelop Exp		\$2,695,502.97
Total Fund: 273 - TIF 3 Courthouse Rdvlpmnt Fund		\$2,695,502.97

Vendor Name	Description	Amount
Fund: 400 - Capital Projects Fund		
Org: 40085010 - Capital Projects Expense		
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING INC	MATERIALS TESTING-2025 R,S,W REHAB PROGRAM	1,594.00
ENGINEERING RESOURCE ASSOCIATES INC	ENGINEERING SERVICES-ALLEY DD SEWER REPLACEMENT	-772.71
ENGINEERING RESOURCE ASSOCIATES INC	ENGINEERING SERVICES-ALLEY DD SEWER REPLACEMENT	1,199.11
Total Org: 40085010 - Capital Projects Expense		\$2,020.40
Total Fund: 400 - Capital Projects Fund		\$2,020.40
Fund: 500 - Water Fund		
Org: 50055045 - Water Building Maintenance		
SAM'S CLUB	OFFICE SUPPLIES	161.71
SITEONE LANDSCAPE SUPPLY HOLDING LLC DBA SITEONE LANDSCAPE SUPPLY LLC	LANDSCAPE SUPPLIES	14.77
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	2,064.13
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	45.67
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	380.59
Total Org: 50055045 - Water Building Maintenance		\$2,666.87
Org: 50070010 - Water Administrative		
AMERICAN WATER WORKS ASSO	ANNUAL MEMBERSHIP DUES	273.00
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	418.86
BUONA BEEF	MEETING EXPENSES-FOOD	208.53
COMCAST	MONTHLY PHONE SERVICE	24.87
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE-DECEMBER	78.57
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER USAGE-NOVEMBER	23.49
UNITED STATES POSTAL SERV	WATER/SEWER BILLING POSTAGE-DECEMBER	4,555.84
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	180.05
VERIZON WIRELESS SERVICES LLC	MONTHLY SCADA SERVICE	471.96
Total Org: 50070010 - Water Administrative		\$6,235.17
Org: 50070220 - Water Distribution		
HOME DEPOT CREDIT SERVICE	CONCRETE SUPPLIES	158.84
JOAQUIN BOSQUE	REIMB-DECORATIVE DRIVEWAY APPROACH	1,285.90
SUPERIOR ASPHALT MATERIAL LLC	ASPHALT	2,951.49
Total Org: 50070220 - Water Distribution		\$4,396.23
Org: 50085000 - Water Capital Projects		
ANTARCTIC MECHANICAL SYSTEMS INC DBA AMS MECHANICAL SYSTEMS INC	VARIABLE FREQUENCY DRIVES	76,896.00
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING INC	MATERIAL TESTING-WILLOW AVE	2,573.00
Total Org: 50085000 - Water Capital Projects		\$79,469.00
Total Fund: 500 - Water Fund		\$92,767.27
Fund: 510 - Sanitary Sewer Fund		

Vendor Name	Description	Amount
Org: 51070010 - Sanitary Sewer Administrative		
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	87.21
COMCAST	MONTHLY PHONE SERVICE	8.29
UNITED STATES POSTAL SERV	WATER/SEWER BILLING POSTAGE-DECEMBER	2,277.92
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	126.04
Total Org: 51070010 - Sanitary Sewer Administrative		\$2,499.46
Org: 51070420 - Sanitary Sewer Maintenance		
AMAZON.COM LLC	CELL PHONE CASES	78.23
AMAZON.COM LLC	HARDWARE SUPPLIES #59	24.14
ANDREW MUREN	REIMB-SANITARY SEWER	13,000.00
CARRIE VON DRASEK	REIMB-SANITARY SEWER	13,000.00
CORE & MAIN LP	COUPLINGS	843.50
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	282.50
GYTIS MIKULIONIS	REIMB-OVERHEAD SEWER	3,731.25
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	114.96
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	154.40
HOME DEPOT CREDIT SERVICE	TOOLS	809.39
LELAND LIMITED INC	CLAMPS #4, 21	298.43
NASSCO INC	PW TRAINING	1,240.00
UNITED LABORATORIES	LIFT STATION CHEMICALS	2,583.90
VCNA PRAIRIE LLC	CONCRETE	325.87
Total Org: 51070420 - Sanitary Sewer Maintenance		\$36,486.57
Org: 51085000 - Sanitary Sewer Capital Projects		
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING INC	MATERIAL TESTING-WILLOW AVE	1,577.00
Total Org: 51085000 - Sanitary Sewer Capital Projects		\$1,577.00
Total Fund: 510 - Sanitary Sewer Fund		\$40,563.03
Fund: 515 - Storm Sewer Fund		
Org: 51570010 - Storm Sewer Administrative		
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	87.21
COMCAST	MONTHLY PHONE SERVICE	8.29
UNITED STATES POSTAL SERV	WATER/SEWER BILLING POSTAGE-DECEMBER	2,277.91
VERIZON WIRELESS SERVICES LLC	MONTHLY BROADBAND SERVICE	126.03
Total Org: 51570010 - Storm Sewer Administrative		\$2,499.44
Org: 51570440 - Storm Sewer Maintenance		
AMAZON.COM LLC	HARDWARE SUPPLIES #59	24.14
CORE & MAIN LP	COUPLINGS	843.50
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	154.41
HOME DEPOT CREDIT SERVICE	TOOLS	809.40
LELAND LIMITED INC	CLAMPS #4, 21	298.44
NASSCO INC	PW TRAINING	1,240.00

Vendor Name	Description	Amount
ON TIME EMBROIDERY INC	SAFETY COATS	1,908.00
DBA THE LOCKER SHOP		
SUPERIOR ASPHALT MATERIAL LLC	ASPHALT	350.00
VCNA PRAIRIE LLC	CONCRETE	325.88
DBA PRAIRIE MATERIAL		
Total Org: 51570440 - Storm Sewer Maintenance		\$5,953.77

Total Fund: 515 - Storm Sewer Fund	\$8,453.21
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Fund: 520 - Parking Fund		
Org: 52030000 - Commuter Parking		
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	83.67
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	1.50
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	9.76
HOME DEPOT CREDIT SERVICE	HARDWARE SUPPLIES	11.96
SAM'S CLUB	OFFICE SUPPLIES	79.96
SITEONE LANDSCAPE SUPPLY HOLDING LLC	LANDSCAPE SUPPLIES	29.58
DBA SITEONE LANDSCAPE SUPPLY LLC		
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	1,847.62
WHEATON SANITARY DISTRICT	MONTHLY SANITARY SERVICE-NOVEMBER	70.18
Total Org: 52030000 - Commuter Parking		\$2,134.23

Org: 52040000 - Downtown Parking		
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	42.33
COMCAST	MONTHLY PHONE SERVICE	12.44
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	1,236.47
THE TIDY QUEENS	MONTHLY CLEANING SERVICE-OCTOBER	1,236.48
WESLEY MAXI CLEANERS INC	UNIFORM CLEANING-NOVEMBER	80.75
Total Org: 52040000 - Downtown Parking		\$2,608.47

Total Fund: 520 - Parking Fund	\$4,742.70
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Fund: 600 - Fleet Services Fund		
Org: 60070647 - Fleet Services Expense		
AL WARREN OIL CO INC	DIESEL EXHAUST FLUID	600.00
AL WARREN OIL CO INC	DIESEL FUEL	2,279.17
AL WARREN OIL CO INC	DIESEL FUEL	3,660.11
AL WARREN OIL CO INC	DIESEL FUEL	3,914.94
AL WARREN OIL CO INC	GASOLINE	2,799.41
AL WARREN OIL CO INC	GASOLINE	3,085.36
AL WARREN OIL CO INC	GASOLINE	3,166.97
ALTORFER INDUSTRIES INC	HYDRAULIC OIL, COUPLING	108.97
ALTORFER INDUSTRIES INC	HYDRAULIC OIL, COUPLING	206.72
ALTORFER INDUSTRIES INC	OIL SAMPLE KITS	240.00
AMAZON.COM LLC	AIR FILTER	26.72
AMAZON.COM LLC	BLADE GUIDE KIT	269.99
AMAZON.COM LLC	FUEL INJECTOR #962	35.40
AMAZON.COM LLC	FUSE HOLDER	15.17

Vendor Name	Description	Amount
AMAZON.COM LLC	FUSE HOLDERS	49.08
AMAZON.COM LLC	GASKET	16.94
AMAZON.COM LLC	GASKET RETURNED	-16.94
AMAZON.COM LLC	GASKETS	40.98
AMAZON.COM LLC	HEATER	141.78
AMAZON.COM LLC	MOTOR GASKET	19.38
AMAZON.COM LLC	SOLENOID RELAY	17.95
AMAZON.COM LLC	TIRE REPAIRS	39.61
AMAZON.COM LLC	WIRE ROPE SLEEVE	12.98
AT&T MOBILITY	MONTHLY CELLULAR SERVICE	89.76
BOSCH AUTO SERVICE SOLUTIONS	DIAGNOSTIC SOFTWARE RENEWAL	590.00
BUMPER TO BUMPER WHEATON	FILTERS	26.40
BUMPER TO BUMPER WHEATON	FILTERS	30.91
BUMPER TO BUMPER WHEATON	FILTERS	159.96
CAMSO USA INC	TIRES #191	2,336.18
CHICAGO PARTS & SOUND LLC	ALTERNATOR #367	465.04
CHICAGO PARTS & SOUND LLC	BATTERIES	382.30
CHICAGO PARTS & SOUND LLC	CORE CREDITS	-56.00
CHICAGO PARTS & SOUND LLC	CORE CREDITS	-22.00
CHICAGO PARTS & SOUND LLC	SPARK PLUGS, OIL, V-BELT #44	15.14
CHICAGO PARTS & SOUND LLC	SPARK PLUGS, OIL, V-BELT #44	65.48
CINTAS CORP	TOWELS	23.40
CINTAS CORP	UNIFORM SERVICE	215.25
COLLIFLOWER INC	HOSE ASSEMBLY #166	140.35
COMCAST	MONTHLY PHONE SERVICE	12.44
FORCE AMERICA	TEMPERATURE SENSOR #28	620.71
HAGGERTY FORD	BALL JOINTS #943	277.64
HAGGERTY FORD	BRAKE LINING KIT #344	161.70
HAGGERTY FORD	BRAKE LININGS, HUB, DISC #367	197.97
HAGGERTY FORD	BRAKE ROTORS, SPARK PLUGS, COIL #344	249.66
HAGGERTY FORD	COMPRESSOR ASSEMBLY #44	380.60
HAGGERTY FORD	CONVERTER ASSEMBLY, HARDWARE #45	1,728.26
HAGGERTY FORD	DIRECTIONAL SWITCH	48.18
HAGGERTY FORD	FUEL PIPE #335	113.74
HAGGERTY FORD	FUEL PIPE #356	113.74
HAGGERTY FORD	LIGHT ASSEMBLY #43	53.27
HAGGERTY FORD	SPARK PLUGS, COIL ASSEMBLY, VALVE #300	237.97
HAGGERTY FORD	THROTTLE BODY ASSEMBLY, GASKET #339	191.73
HAGGERTY FORD	V-BELT, PULLEY ASSEMBLY, #350	212.85
HENDERSON PRODUCTS INC	GEARCASE #31	957.62
HENDERSON PRODUCTS INC	HYDRAULIC MOTOR #31	1,055.42
IL STATE TOLL HIGHWAY AUTHORITY	I-PASS REPLENISHMENT	30.00
JERRY HAGGERTY CHEVROLET	BRAKE ROTORS, PADS #364	1,506.11
JX ENTERPRISES INC	GASKET, VALVE COVER #31	492.97
JX ENTERPRISES INC	MIRROR SWITCH #52	262.59
LAWSON PRODUCTS INC	GREASE	48.24

Vendor Name	Description	Amount
MACQUEEN EQUIPMENT LLC	CONTROL VALVES #921	502.74
DBA MACQUEEN EMERGENCY GROUP		
MACQUEEN EQUIPMENT LLC	LADDER SYSTEM DIAGNOSTICS #930	296.00
DBA MACQUEEN EMERGENCY GROUP		
MACQUEEN EQUIPMENT LLC	TOWER REPLACEMENT #930	2,284,000.00
DBA MACQUEEN EMERGENCY GROUP		
MCMASTER-CARR SUPPLY CO	FITTINGS #134	81.40
MCMASTER-CARR SUPPLY CO	SPRING #1616	21.44
NAPA AUTO & TRUCK PARTS	BATTERY #800	132.57
NAPA AUTO & TRUCK PARTS	FILTER	94.40
NAPA AUTO & TRUCK PARTS	HYDRAULIC FLUID	41.08
NAPA AUTO & TRUCK PARTS	LIGHTS	31.26
NAPA AUTO & TRUCK PARTS	PRESSURE SENSOR VALVES	42.36
NAPA AUTO & TRUCK PARTS	PRESSURE SENSORS	401.92
NAPA AUTO & TRUCK PARTS	WASHER SOLVENT	40.92
NAPA AUTO & TRUCK PARTS	WIPER BLADES	44.45
NAPA AUTO & TRUCK PARTS	WIPER BLADES	46.20
NAPA AUTO & TRUCK PARTS	WIPER BLADES	112.12
PATSON INC	BRAKE SHOE KIT RETURNED #29	-93.60
DBA TRANSCHEAGO TRUCK GROUP		
PATSON INC	BRAKE SHOE KITS, DRUMS RETURNED #29	-470.88
DBA TRANSCHEAGO TRUCK GROUP		
PATSON INC	BRAKE SHOE KITS, DRUMS, SENSOR #30	560.44
DBA TRANSCHEAGO TRUCK GROUP		
PATSON INC	FENDER #29	261.93
DBA TRANSCHEAGO TRUCK GROUP		
PATSON INC	FENDER EXTENSION #29	34.70
DBA TRANSCHEAGO TRUCK GROUP		
PATSON INC	SLACK ADJUSTER #30	56.73
DBA TRANSCHEAGO TRUCK GROUP		
POMP'S TIRE SERVICE INC	TIRE CASING CREDIT	-95.00
POMP'S TIRE SERVICE INC	TIRE, #9	331.80
POMP'S TIRE SERVICE INC	TIRES	1,396.62
POMP'S TIRE SERVICE INC	TIRES	3,853.00
POMP'S TIRE SERVICE INC	TIRES #140, 141	3,568.24
POMP'S TIRE SERVICE INC	TIRES #338	210.58
POMP'S TIRE SERVICE INC	TIRES #367	651.44
PRIORITY PRODUCTS INC	CABLE TERMINALS	262.89
PRIORITY PRODUCTS INC	HYDRAULIC HOSE	1,440.40
PRIORITY PRODUCTS INC	SCREWS, NUTS, CABLE TIES	216.24
REGIONAL TRUCK EQUIPMENT COMPANY INC	CABLE ASSEMBLY #57, HARNESS KIT #41	322.25
REGIONAL TRUCK EQUIPMENT COMPANY INC	RAM ASSEMBLY #43, HARNESS KIT #57	480.25
S & S AUTOMOTIVE LLC	SNOW BRUSHES	93.55
DBA S & S AUTOMOTIVE		
S & S AUTOMOTIVE LLC	WHEEL WEIGHTS	127.40
DBA S & S AUTOMOTIVE		
STENSTROM PROTANIC LLC	ANNUAL GENERATOR TESTING #2	945.00
DBA PROTANIC		
SUBURBAN ACCENTS INC	VEHICLE GRAPHICS #352	795.00
SUMMIT RACING	CASTER	26.38
US FIRE & SAFETY EQUIPMENT COMPANY	FIRE EXTINGUISHER ANNUAL MAINTENANCE	919.00

Vendor Name	Description	Amount
VERMEER-ILLINOIS INC	ENGINE ISOLATOR #182	74.38
VERMEER-ILLINOIS INC	POWER TAKE OFF ASSEMBLY #182	1,766.58
VERMEER-ILLINOIS INC	V-BELT #182	300.18
WALL STREET JOURNAL	SUBSCRIPTION RENEWAL	77.98
WELDSTAR COMPANY	CYLINDER RENTAL	362.39
WELDSTAR COMPANY	PROPANE	368.21
WEST SIDE TRACTOR SALES COMPANY	BUSHING, BOLT #134	29.42
WEST SIDE TRACTOR SALES COMPANY	HYDRAULIC OIL #134	1,249.62
WEST SIDE TRACTOR SALES COMPANY	LIGHT #135, FITTING, HYDRAULIC OIL #134	186.87
WEST SIDE TRACTOR SALES COMPANY	LIGHT #135, FITTING, HYDRAULIC OIL #134	273.20
ZORO TOOLS INC	FUSE HOLDERS	29.24
DBA ZORO		
Total Org: 60070647 - Fleet Services Expense		\$2,340,647.56
 Total Fund: 600 - Fleet Services Fund		 \$2,340,647.56
 Fund: 620 - Liability Insurance Fund		
Org: 62020010 - Liability Insurance Expense		
ALPHAGRAPHICS	NOTARY STAMP	38.70
CCMSI-CLAIMS	GENERAL LIABILITY CLAIMS EXPENSES	20.00
CCMSI-CLAIMS	WORKERS' COMP CLAIMS EXPENSES	1,193.00
CCMSI-CLAIMS	WORKERS' COMP CLAIMS EXPENSES	2,429.34
MARIANO'S	BIOMETRIC SCREENING REFRESHMENTS	8.15
WEBMARC DOORS	DOOR REPAIRS	532.70
Total Org: 62020010 - Liability Insurance Expense		\$4,221.89
 Total Fund: 620 - Liability Insurance Fund		 \$4,221.89
 Fund: 630 - Health Insurance Fund		
Org: 63020010 - Health Insurance Expense		
CHC WELLNESS INC	BIOMETRIC SCREENINGS	30,375.00
DBA CHC WELLBEING INC		
COUNTY FARM BAGELS	BIOMETRIC SCREENING EXPENSES	143.47
COUNTY FARM BAGELS	BIOMETRIC SCREENING EXPENSES	282.44
Total Org: 63020010 - Health Insurance Expense		\$30,800.91
 Total Fund: 630 - Health Insurance Fund		 \$30,800.91
 Fund: 641 - Technology Replacement Fund		
Org: 64130010 - Technology Replacement Expense		
INFINITY TECHNOLOGIES INC	PD CAMERA REPLACEMENTS	13,594.34
Total Org: 64130010 - Technology Replacement Expense		\$13,594.34
 Total Fund: 641 - Technology Replacement Fund		 \$13,594.34
 Fund: 642 - Building Renewal Fund		
Org: 64255010 - Building Renewal Expenses		

Vendor Name	Description	Amount
BOARMAN KROOS VOGEL GROUP INC DBA BKV GROUP	ENGINEERING SERVICES-FD39 SPACE NEEDS STUDY	3,159.72
BOARMAN KROOS VOGEL GROUP INC DBA BKV GROUP	ENGINEERING SERVICES-FD39 SPACE NEEDS STUDY	4,323.05
BOARMAN KROOS VOGEL GROUP INC DBA BKV GROUP	ENGINEERING SERVICES-FD39 SPACE NEEDS STUDY	4,600.00
BOARMAN KROOS VOGEL GROUP INC DBA BKV GROUP	ENGINEERING SERVICES-FD39 SPACE NEEDS STUDY	6,801.79

Total Org: 64255010 - Building Renewal Expenses

\$18,884.56

Total Fund: 642 - Building Renewal Fund

\$18,884.56

Fund: 942 - Library Building Renewal Fund

Org: 94290010 - Library Building Renewal Exp

VIA MERIDIANA CONTRACTORS LLC	LIBRARY PLAZA REHABILITATION PROJECT	134,517.27
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Total Org: 94290010 - Library Building Renewal Exp

\$134,517.27

Total Fund: 942 - Library Building Renewal Fund

\$134,517.27

Total Warrants

\$6,092,028.28