

CITY OF WHEATON, ILLINOIS
CITY COUNCIL MEETING – TUESDAY, JANUARY 20, 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_bVrA61xQR8yfoQNhInziBA
 - **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: 817 7372 1017 and Password: 896491**
 - 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 Tuesday, January 20, 2026, during the Citizens to Be Heard portion of the meeting.
 - Virtually at 7:00 p.m. on Tuesday, January 20, 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. Tuesday, January 20, 2026.

Invocation: Pastor Eric Channing, Hope Fellowship Church

Pledge of Allegiance: Councilwoman Bray-Parker

- 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. 01 05 26 Draft CC Minutes

Wheaton City Council Regular Minutes – January 5, 2026, as submitted

Documents:

[01 05 26 DRAFT CC MINUTES.PDF](#)

B. Consent Unfinished Business

C. Consent New Business

1. Consent Agenda New Business #1

A Resolution Authorizing the Execution of an Amendment to the Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library Between the City of Wheaton and Awake Wheaton LLC

Documents:

[CANB01 - A RESOLUTION AUTHORIZING EXE AMEND AGMT AWAKE WHEATON LIBRARY CONCESSIONS.PDF](#)

2. Consent Agenda New Business #2

A Resolution Authorizing the Execution of Agreement No. 590 with MGT Impact Solutions, LLC for Executive Recruitment Services for City Manager for a Total Amount Not to Exceed \$24,500

Documents:

[CANB02 - A RESOLUTION AUTHORIZING EXE AGMT 590 MGT IMPACT SOLUTIONS.PDF](#)

3. Consent Agenda New Business #3

Approval of an Application for a Class M Liquor License – Stonehouse Market LLC d/b/a Stonehouse on Hale – 126 N. Hale Street

Documents:

CANB03 - APPROVAL APPLICATION CLASS M LIQUOR LICENSE
STONEHOUSE MARKET LLC 126 N HALE.PDF

VII. Regular Agenda

A. Regular Unfinished Business

1. Regular Unfinished 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)

Documents:

RAUB01 - AN ORDINANCE AMENDING ART XIII AND XIV CH 66
TAXATION HOME RULE SALES TAX.PDF

2. Regular Unfinished 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

Documents:

RAUB02 - AN ORDINANCE AMENDING ART XI MUNICIPAL GAS USE
TAX.PDF

B. Regular New Business

1. Regular Agenda New Business #1

A Resolution Authorizing the Execution of a Municipal Gas Use Tax Collection Agreement Between the City of Wheaton and Northern Illinois Gas Company, d/b/a Nicor Gas Company

Documents:

RANB01 - A RESOLUTION AUTHORIZING EXE MUNICIPAL GAS USE
TAX COLLECTION AGMT.PDF

2. Regular Agenda New Business #2

Reappointments to a City Board

Documents:

RANB02 - REAPPOINTMENTS TO A CITY BOARD.PDF

3. Regular Agenda New Business #3

A Resolution Authorizing the Execution of Agreement No. 592 with CCS

International, Inc. to Provide Independent Cost Estimation and Value Engineering Services for a Total Amount Not to Exceed \$129,859.20 – Five Votes Required

Documents:

[RANB03 - A RESOLUTION AUTHORIZING EXE AGMT 592 CCS INTERNATIONAL.PDF](#)

4. Regular Agenda New Business #4

A Resolution Authorizing the Purchase of Three (3) 2026 Ford Utility Interceptor Hybrid SUVs from Currie Motors Frankfort in Accordance with the Northwest Municipal Conference Suburban Purchasing Cooperative for a Total Amount Not to Exceed \$146,679

Documents:

[RANB04 - A RESOLUTION AUTHORIZING PURCHASE OF 3 2026 FORD INTERCEPTOR CURRIE MOTORS FRANKFORT.PDF](#)

5. Regular Agenda New Business #5

An Ordinance Authorizing the Acquisition Through Negotiation, or if Negotiations are Unsuccessful or Cannot be Completed, by Eminent Domain, of Certain Property in the Streams Subdivision for Public Purposes by the City of Wheaton (East Lake in Streams Subdivision – 8.373 Acres, P.I.N. 05-19-409-043)

Documents:

[RANB05 - AN ORDINANCE AUTHORIZING ACQUISITION OF EAST LAKE IN STREAMS 05-19-409-043.PDF](#)

6. Regular Agenda New Business #6

An Ordinance Authorizing the Acquisition Through Negotiation, or if Negotiations are Unsuccessful or Cannot be Completed, by Eminent Domain, of Certain Property in the Streams Subdivision for Public Purposes by the City of Wheaton (.263 Acres, P.I.N. 05-19-400-012)

Documents:

[RANB06 - AN ORDINANCE AUTHORIZING ACQUISITION STREAMS SUBDIVISION 05-19-400-012.PDF](#)

VIII. Council Comment

IX. Approval Of Bills

A. Warrant No. 912

Warrant No. 912 - \$2,309,009.73

Documents:

[WARRANT NO. 912.PDF](#)

X. Adjournment



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, January 5, 2026

1. Call to Order and Roll Call

The regular Wheaton City Council Meeting was called to order at 7:01 p.m. by City Clerk Andrea Rosedale. Upon roll call, the following were:

Physically Present: Councilwoman Bray-Parker
Councilwoman Brice
Councilman Brown
Councilman Clousing
Councilwoman Robbins
Councilman Weller

Absent: Mayor Suess

City Staff Physically Present: Michael Dzugan, City Manager
William Kolschowsky, Assistant City Manager
Dawn Didier, City Attorney
James Kozik, Director of Planning & Economic Development
Robert Lehnhardt, Director of Finance
Joseph Tebrugge, Director of Engineering
Susan Bishel, Public Information Officer
Andrea Rosedale, City Clerk

City Staff Electronically Present: None

2. Appointment of Mayor Pro Tem

Councilwoman Robbins moved and Councilman Weller seconded that Councilwoman Bray-Parker be appointed to Mayor Pro Tem for the evening's meeting.

Roll Call Vote:

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

Nays: None

Absent: Mayor Suess

Motion Carried Unanimously

3. Citizens to be Heard

Carol Giles, 1284 Edinburgh Court, shared concerns and requested action regarding the icy uneven conditions of sidewalks along Roosevelt Road.

City Manager Dzugan advised Ms. Giles that the City Council has reviewed this concern a number of times over the past 10 -15 years, noting most recently a couple of years ago. He stated the council decided not to adopt an ordinance requiring property owners to shovel their sidewalks. He confirmed the City does require snow removal in the Downtown Central Business District. He noted her suggestion to send a letter to businesses, particularly along Roosevelt Road reminding them to be a good neighbor and shovel their sidewalks.

4. Consent Agenda

Councilwoman Brice moved and Councilman Brown seconded that the following action be taken on the Consent Agenda items:

1. Approve the Minutes of the Wheaton City Council Public Hearing – December 8, 2025, as submitted.
2. Approve the Minutes of the Wheaton City Council Regular Meeting – December 15, 2025, as submitted.
3. Adopt Resolution R-2026-01, A Resolution Accepting a Sidewalk Easement (517 N Wheaton Avenue).

Roll Call Vote:

Ayes:

Councilwoman Brice
Councilman Brown
Mayor Pro Tem Bray-Parker
Councilman Clousing
Councilwoman Robbins
Councilman Weller

Nays:

Absent:

None
Mayor Suess
Motion Carried Unanimously

5. First Reading 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 Rate and Home Rule Service Occupation Tax Rate (Home Rule Sales Tax)

City Manager Dzugan explained that the City's 2026 Budget includes raising three revenue sources to ensure there is enough funding for critical facility improvements at the Police Station and replacing Fire Station 39. He outlined a 3% increase in property tax levy, a 0.25% local sales tax increase, and an increase in the natural gas use tax. He stated that the ordinance would raise the local sales tax from 1% to 1.25%, effective July 1, 2026, provided the City files the ordinance with the Illinois Department of Revenue before April 1.

6. First Reading 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

City Manager Dzugan mentioned that the ordinance raises the natural gas usage rate from .03 to .05 per therm. He estimated that, based on several employee bills, the average household would see an increase of \$1.80 per month.

7. Adopt Resolution R-2026-02, A Resolution Authorizing Execution of a Watermain Easement Agreement Between the City of Wheaton and NNN Reit, LP 50 E. Loop Road

Councilman Clousing moved and Councilman Weller seconded that R-2026-02, A Resolution Authorizing Execution of a Watermain Easement Agreement Between the City of Wheaton and NNN Reit, LP 50 E. Loop Road, be adopted.

City Manager Dzugan stated that the ordinance addresses the vacant property previously occupied by Outback Steakhouse on East Loop Road. He indicated that the owner/developer intends to redevelop the site into a nursery school. He further explained that the original ordinance, which permitted the Outback development, included several conditions recorded against the property that are now deemed unnecessary, and advised the ordinance removes those restrictive covenants. Additionally, he reported that staff discovered the water main was constructed outside of the designated easement, and consequently, the subsequent agenda item establishes a new water main easement.

Roll Call Vote:

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

8. Pass Ordinance O-2026-01, 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

Councilwoman Brice moved and Councilman Brown seconded that O-2026-01, 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, be passed.

Roll Call Vote:

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

9. Adopt Resolution R-2026-03, 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

Councilwoman Robbins moved and Councilman Brown seconded that R-2026-03, 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, be adopted.

City Manager Dzugan reported receiving three bids, with two responsive, for inspecting and repairing Well #12's pump and motor. He confirmed \$100,000 is allocated in the 2026 budget.

Roll Call Vote:

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

Nays: None

Absent: Mayor Suess
Motion Carried Unanimously

10. Council Comment

Councilwoman Robbins announced her attendance at Qdoba's ribbon cutting event at 272 Danada Square West and welcomed the new business to the community.

11. Approval of Warrant

Councilwoman Robbins moved and Councilwoman Brice seconded that Warrant No. 911 in the amount of \$6,092,028.28, be approved.

Roll Call Vote:

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

Nays: None

Absent: Mayor Suess
Motion Carried Unanimously

12. Closed Session

Councilwoman Brice moved and Councilman Brown seconded to go into closed session at 7:16 p.m. for the purpose of discussing Pending or Imminent Litigation 5ILCS 120/2(c)(11).

Roll Call Vote:

Ayes: Councilwoman Brice

Councilman Brown
Mayor Pro Tem Bray-Parker
Councilman Clousing
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: Mayor Suess
Motion Carried Unanimously

The City Council returned to the open portion of their meeting at 7:39 p.m.

13. Adjournment

Councilwoman Robbins moved and Councilwoman Brice seconded that the regular Wheaton City Council Meeting be adjourned at 7:39 p.m.

Voice Vote:

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

Nays: None
Absent: Mayor Suess
Motion Carried Unanimously

Respectfully submitted,

Andrea Rosedale
City Clerk

Submitted for Approval: January 20, 2026

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Dawn C. Didier, City Attorney

DATE: January 20, 2026

SUBJECT: **Amendment to the Service Agreement for Food and Beverage Concession Services at the Wheaton Public Library**

Request

Approve a resolution authorizing execution of an amendment to the Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library between the City of Wheaton and Awake Wheaton LLC.

Background

The City Council approved a Service Agreement with Awake Wheaton LLC for the provision of food and beverage concession services at the Wheaton Public Library on May 6, 2024. That Agreement set the monthly concession fee that Awake Wheaton pays to the City at \$1,000. The café has seen a decrease in patronage sales over the past few months due to the construction project at the Library.

Given the financial difficulties, and that the Library wishes to retain Awake Wheaton to provide these services, the Library Board of Trustees, at its December 15, 2025 meeting, approved a motion to temporarily reduce the monthly concession fee from \$1,000.00 to \$500.00 for the months of February through June 2026.

Budget Impact

The City will not receive a total of \$2,500 in fees for those five months.

Recommendation

Staff recommends that the City Council approve the resolution authorizing execution of the Amendment to the Service Agreement.



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-XX

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SERVICE AGREEMENT
FOR FOOD AND BEVERAGE CONCESSIONAIRE SERVICES AT THE WHEATON PUBLIC LIBRARY
BETWEEN THE CITY OF WHEATON AND AWAKE WHEATON LLC**

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 and Vendor entered into a Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library ("the Agreement") on May 6, 2024, in which the Vendor agreed to provide food and beverage concessionaire services at the Wheaton Public Library ("Library"); and

WHEREAS, the Agreement provides that the Vendor shall pay to the City a monthly concession fee of ten percent (10%) gross revenue or \$1,000.00, whichever is greater; and

WHEREAS, Vendor has seen a decrease in patronage sales over the past few months due to the construction project at the Library, and the Library wishes to retain the Vendor in the Library; and

WHEREAS, at its December 15, 2025 meeting, the Library Board of Trustees approved a motion to temporarily reduce the Vendor's monthly concession fee from \$1,000.00 to \$500.00 only for the months of February through June 2026; and

WHEREAS, the corporate authorities of the City find it reasonable and appropriate to enter into this Amendment to the Agreement with the Vendor, located at 798 Bristol St., Pingree Grove, IL 60140.

NOW, THEREFORE, BE IT RESOLVED by the by the Mayor and the City Council of the City of Wheaton, DuPage County, Illinois that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, this Amendment to the Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library No. 411 between the City and Awake Wheaton LLC to temporarily decrease the monthly concession fee owed to the City; and that a copy of that certain Amendment is on file in the City Clerk's Office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 20th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

**AMENDMENT TO SERVICE AGREEMENT FOR FOOD AND BEVERAGE
CONCESSIONAIRE SERVICES AT THE WHEATON PUBLIC LIBRARY
BETWEEN THE CITY OF WHEATON AND AWAKE WHEATON LLC**

This Amendment ("Amendment") to Service Agreement for Food and Beverage Concessionaire Services at the Wheaton Public Library (the "Agreement") is entered into as of this _____ day of January 2026 by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 W. Wesley Street, Wheaton, IL 60187, and Awake Wheaton LLC ("Vendor"), located at 798 Bristol St., Pingree Grove, IL 60140. City and Provider are at times collectively referred to hereinafter as the "Parties" and individually as "Party."

WHEREAS, the 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 and Vendor entered into the Agreement on May 6, 2024, in which the Vendor agreed to provide food and beverage concessionaire services at the Wheaton Public Library ("Library"); and

WHEREAS, the Agreement provides that the Vendor shall pay to the City a monthly concession fee of ten percent (10%) gross revenue or \$1,000.00, whichever is greater; and

WHEREAS, Vendor has seen a decrease in patronage sales over the past few months due to the construction project at the Library, and the Library wishes to retain the Vendor in the Library; therefore, the Parties have determined that it is for their mutual benefit to enter this Amendment to temporarily reduce the monthly fee.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment and such other sufficient considerations, the Agreement between the City and the Vendor, is hereby amended by mutual agreement as follows:

1. The recitals set forth above are incorporated herein as substantive terms and conditions of this Amendment and represent the intent of the parties.
2. Section 12.A., entitled Monthly Base Payment, of the Agreement shall be deleted in its entirety and replaced with the following:

"For the months of February, March, April, May and June of 2026, the Vendor shall pay to the City a monthly concession fee of \$500.00. Beginning on July 1, 2026, and continuing until the expiration of the term of the Agreement, the monthly concession fee shall increase back to ten percent (10%) gross revenue or \$1,000.00, whichever is greater. Payment shall be due on the first day of each month. The Vendor shall submit sufficient documentation to the City's Finance Director to show its gross revenue for each month. The fee paid shall be without notice or demand and without deduction or offset at City of Wheaton, Attn: Finance department, 303 W. Wesley St., Wheaton, IL 60187."
3. Section 16.G., entitled Notice, is amended by adding the address of the Vendor: 798 Bristol St., Pingree Grove, IL 60140.

4. All provisions of the Agreement shall remain in full force and effect, except as modified herein by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date and year written above.

CITY:

City of Wheaton

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

VENDOR:

Awake Wheaton LLC

By: _____

Date: 01/13/2026

Title: Owner



MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Holly Schulz, Director of Human Resources

DATE: January 20, 2026

SUBJECT: **Recommendation for the award of Executive Recruitment Services for City Manager**

Request

Approve the resolution for the award of Executive Recruitment Services for City Manager.

Background

City Manager Mike Dzugan will retire on or about August 2026. As previously discussed with the City Council, staff recommends engaging an executive search firm to support the upcoming City Manager recruitment, leveraging the expertise of a national search firm, which will broaden the candidate pool and strengthen the overall process.

Scope of Work

The selected consultant will:

- Advise City Council on salary, benefits, and market competitiveness, including best practices for compensation and employment agreements
- Design and implement a regional/national advertising and outreach campaign
- Leverage their networks to identify, contact, and encourage strong candidates to apply
- Provide access to qualified candidates not actively seeking new roles
- Accept and review applications, conduct screening interviews, and compare candidates to the established profile
- Serve as a neutral resource for candidates interested in discussing the position
- Assist with contract negotiations with the selected candidate
- Provide regular updates to City Council and Staff

Procurement Results

The City received a total of seven (7) proposals from the following vendors.

VENDOR	PROPOSED FEE
Arnt Municipal Support, Inc. (AMS)	\$19,250
Korn Ferry	1/3 of 1 st Year Comp plus 4% admin fee for 3 months
MGT Impact Solutions, LLC	\$24,500
Strategic Government Resources, Inc.	\$29,419
Colin Baenziger & Associates	\$32,500
CPS HR Consulting	\$30,000
Delacan, LLC dba WIVERSE	\$45,000



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

Procurement Review

All proposals were reviewed by the Director of Human Resources and the City Manager. Staff performed a comprehensive evaluation of each proposal based on the experience of the firm and team, project approach, references, and proposed fees. Two (2) firms were selected for in-depth interviews: MGT Impact Solutions, LLC and Strategic Government Resources, Inc. The interview panel included the City Manager, Councilman Scott Weller, and Mayor Philip Suess. The interviews involved discussing each firm's search process, projected timeline, expected deliverables, experience placing City Managers and Administrators in similar communities, firm's professional network and insights into the types of candidates we should expect to see.

At the conclusion of the interview process, Mayor Suess, Councilman Weller and City Manager Dzigan unanimously agreed that MGT should be selected to perform the executive search for the City Manager, with a proposed fee of \$24,500. MGT Impact Solutions, LLC's proposal is the most advantageous firm to perform the services specified in RFP.

Procurement staff reviewed the proposal from MGT Impact Solutions, LLC for conformity with the City's terms and conditions. MGT Impact Solutions, LLC is compliant with the proposal requirements.

Budget Impact

\$24,500 will be charged to the General Fund for Recruitment Services for the City Manager.

Recommendation

Staff recommends the approval of the attached resolution authorizing execution of Agreement Number 590 with MGT Impact Solutions, LLC for Executive Recruitment Services for City Manager, for a total amount not to exceed \$24,500.

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

RESOLUTION R-2026-

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 590 WITH MGT IMPACT
SOLUTIONS, LLC FOR EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER FOR A TOTAL AMOUNT
NOT TO EXCEED \$24,500**

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 solicited a Request for Proposal package (RFP Number 25-158) for executive recruitment services for city manager; and

WHEREAS, it was determined by the City that MGT Impact Solutions, LLC best meets the City's needs; and

WHEREAS, both parties agree to the terms and conditions set forth in the RFP and the agreement contained in the City's RFP package for Executive Recruitment Services for City Manager; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into an agreement for Executive Recruitment Services for City Manager.

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. 590 with MGT Impact Solutions, LLC for Executive Recruitment Services for City Manager: and that a copy of that certain City of Wheaton Agreement No. 590 is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED the 20th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote

Ayes:

Nays:

Absent:

MEMORANDUM

TO: The Honorable Mayor and City Council

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

DATE: January 20, 2026

SUBJECT: Application for a Class M Liquor License – Stonehouse Market LLC d/b/a Stonehouse on Hale – 126 N. Hale Street

Request

Consideration of a Class M liquor license.

Proposal

Stonehouse Market LLC d/b/a Stonehouse on Hale has submitted an application for a Class M liquor license to the City so they may offer wine for sale by the bottle to complement their houseware/entertaining/etc. offerings that they plan to sell in their new store at 126 N. Hale Street (their second location). The applicant also has a Class M license for their store at 111 Town Square.

Background

The Class M liquor license authorizes the retail sale, on the premises specified in the license, of beer, ale and wine or wine only, in its original package or when sold in gift boxes or in gift baskets. The retail sale of beer, ale and wine, or wine only for consumption on the premises shall also be authorized by a Class M license. Premises issued or granted a Class M liquor license shall be subject to all of the following conditions:

- a. No such license shall be granted or retained for premises not located in the C-2 or C-4 retail core business district or in a shopping center of at least 150,000 gross above grade square feet.
- b. The licensed premises shall not exceed a maximum of 2,500 gross above grade square feet.
- c. At least 20 percent of the retail space shall be devoted to the sale of specialty foods and merchandise.
- d. Private beer, ale and wine tasting seminars shall be permitted at premises with a Class M liquor license.
- e. No such license shall be granted to or retained by any establishment whose primary business is that of a convenience store.
- f. No more than one Class M liquor license shall be granted or issued for any one shopping center.

Local Liquor Commission Review

At its January 8th meeting, the Local Liquor Commission met to review the applicant's license application and unanimously recommended that a Class M liquor license be issued to Stonehouse Market LLC d/b/a Stonehouse on Hale at 126 N. Hale Street.

Attachment

c: Fran Rouse



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN



CITY MANAGER'S OFFICE
303 W WESLEY STREET, WHEATON, IL, 60187
630.260.2012 | www.wheaton.il.us

RETAIL LIQUOR LICENSE APPLICATION

Pursuant to provisions of Chapter 6, Sections 6-81 and 82 of the Wheaton City Code, 1996, as amended, regulating the sale of Alcoholic Liquor in the City of Wheaton, County of DuPage, Illinois, and all amendments thereto now in force and effect, the undersigned hereby makes application for a Retail Liquor License.

1. Date: 12/22/25 License Class: _____

Applicant Name (Legal Entity that will hold license): Stonehouse Market LLC

Mailing Address: 27W312 Lennox St

Business Name d/b/a: STONEHOUSE ON HALE

Business Address: 126 N Hale St Wheaton IL 60187

Local Contact: Frances Rouse

Contact Phone: _____ Email: Fran@stonehousemarket.shop

Tax Identification Number: 83-0859730

A. The filing date, location, and name for the "Assumed Name" of the business with the County Clerk:

; or

B. If an Illinois corporation/LLC, the date for said incorporation/organization:

attached

; or

C. If a foreign corporation, the date of qualification under the Illinois Business Corporation Act:

; or

D. The object for which the corporation/LLC is organized:

2. Check the appropriate category:

- i. I am the sole proprietor of this business.
- ii. This business is a partnership and a general partner will attach his signature.
- iii. This business is a Corporation/Club and the President and the Secretary will attach its signatures. (Attach copy of Article of Incorporation)
- iv. This business is a Limited Liability Company and the Managers will attach its signatures. (Attach copy of Articles of Organization)

3. The character of the current business of the applicant is:

A. Indicate the length of time applicant has been in current business: 7 years
and at the current address: new location

B. The amount of goods, wares, and merchandise on hand in current business at the time of application for liquor license (attach Balance Sheet):
attached

C. Provide description of premises to be operated:

Retail. Home and gift shop

D. Provide zoning classification of premises: C-5

E. Total square footage of the facility: 2150

F. Total square footage of the area to be used for the sale of liquor/lounge area, if any:

150

G. Total seating capacity: _____ Lounge seating capacity, if any: _____

4. Do you have a similar application for a liquor license for any other location? Yes No

If yes, provide location and status of other liquor license application(s):

Currently licensed at 111 TownSquare Wheaton IL 60189 Class M since 2024

5. Has a previous liquor license been issued to the applicant? Yes No

A. If yes, by what authority: Wheaton Liquor Commission

B. By which state: IL

C. Date of issuance: 11-24-25

6. Has any previous liquor license issued to the applicant been revoked?

Yes No

If yes, provide particulars:

7. What is the applicant's Retailer's Occupation Tax (ROT) registration no.?

4537-0060

8. Is the applicant presently delinquent in the payment of the Retailer's Occupation Tax (sales tax)?

Yes No

If yes, give reasons for delinquency:

9. Does the applicant or any individual identified in this application possess a current federal wagering and gaming device stamp?

Yes No

If yes, provide the reasons therefor:

10. Is the applicant, any individual identified in the application, or any other person, directly or indirectly interested in the place of business, a public official?

Yes No

If yes, provide particulars:

11. The full name, date of birth (DOB), place of birth (POB), citizenship, naturalization date and place (if applicable), address, phone number and driver's license number of all officers, directors, managers, members, and shareholders with an aggregate of more than twenty percent (20%) of the capital stocks of the corporation or interest in a limited liability company or any persons receiving a direct or indirect benefit from the profits of the sale of alcoholic liquor in Wheaton.

Rouse Frances A
Last Name First M.I.

D.O.B.: _____

U.S. Citizen: Yes No

Naturalization date (if applicable): _____

Place: _____

Home Address: _____

City/State/Zip: _____

Personal Phone: _____

D.L. No.: _____

Last Name First M.I.
First M.I.

D.O.B.: _____ P.O.B.: _____

U.S. Citizen: Yes No

Naturalization date (if applicable): _____

Place: _____

Home Address: _____

City/State/Zip: _____

Personal Phone: _____

D.L. No.: _____

Last Name First M.I.
Last Name First M.I.

D.O.B.: _____ P.O.B.: _____

U.S. Citizen: Yes No

Naturalization date (if applicable): _____

Place: _____

Home Address: _____

City/State/Zip: _____

Personal Phone: _____

D.L. No.: _____

Last Name First M.I.
Last Name First M.I.

D.O.B.: _____ P.O.B.: _____

U.S. Citizen: Yes No

Naturalization date (if applicable): _____

Place: _____

Home Address: _____

City/State/Zip: _____

Personal Phone: _____

D.L. No.: _____

12. Are premises leased? Yes No

A. If yes, attach a copy of the lease.

B. Does the lease encompass the term of the license sought? Yes No

C. Name and address of owner(s) of premises:

Name: 124 N HALE ST WHEATON LLC

Name: _____

Address: 126 N HALE ST

Address: _____

WHEATON IL 60187

Name: _____

Name: _____

Address: _____

Address: _____

13. If the premises are held in trust, provide names and addresses of all the owners of beneficial interest of such trust: (attach additional sheet if necessary)

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

14. Identify the person who will manage this business: (Managers Must be at least 21 years of age.)

New Managers must provide to the City, within 30 days of start date, documentation of having completed an Alcohol Training Course.

Name: France Rouse

Home Address: _____

Phone No.: _____ D.O.B.: _____

Email Address: fran@stonehousemarket.shop

15. New applicants shall not be licensed until such new applicants, managers, and assistant managers, if any, have been fingerprinted and photographed by the city police department. Any investigation of the potential applicants and managers, if any, shall be conducted by the city police department which shall report its findings to the local liquor commissioner. A copy of the fingerprints and photographs shall be retained in the files of the chief of police. Arrange for fingerprinting at the city police department by calling 630-260-4867. A one hundred-dollar (\$100) fee, payable to the City of Wheaton, is due at the time of fingerprinting for state and federal charges associated with processing the fingerprints.

16. The applicant, or the person signing on behalf of the applicant, affirms that if this applicant is granted a liquor license, and thereafter the applicant acquires, hires, or appoints a new manager, not listed as a manager in this retail liquor license application, that within thirty (30) days of the date the new manager commences his duties, the applicant shall notify the City Clerk and request a "New Manager Application Form;" said form shall be completed and returned to the City Clerk for further processing and approval by the appropriate authorities.

17. Applicant has provided, in conjunction with the submittal of this application, the following:

- A.** A cashier's check representing a non-refundable application fee of Five Hundred Dollars (\$500.00).
- B.** A copy of a manual outlining the training procedures the applicant will set forth for its employees in the proper handling and sale of alcoholic liquor.
- C.** A copy of the floor plan for the subject premises, designating the square footage of the facility and the area where liquor will be sold. Restaurants should indicate seating capacity and lounge area, if any.
- D.** If the application includes a courtyard area, please provide a copy of the site plan, including a detail of the wall construction.
- E.** A copy of the Certificate of Good Standing from the Secretary of State's Office (Corporation or LLC).

18. A court reporter may be required to attend the public hearing on a liquor application, and, in this event, the applicant agrees to pay all costs associated with the court reporter and transcripts of the proceedings.

19. By attachment of its signature, the applicant affirms that no person identified in this application is a public official or a law enforcement officer.

20. By attachment of its signature, the applicant affirms that its and all individuals required to be identified in this application, have not in the past and will not in the future, violate any of the laws of the State of Illinois, or of the United States, or any ordinance of the City, controlling the retail sale of alcoholic liquor in the conduct of its place of business.

21. By attachment of its signature, the applicant affirms that its, and all individuals required to be identified in this application, have never sold, delivered, or given away alcoholic liquor in violation of any state law, or City ordinance, to a person under the minimum age required to purchase or possess liquor.

22. By attachment of its signature, the applicant, or the person signing on behalf of the applicant, and all individuals required to be identified in this application, affirm that they have never been convicted of a felony or a Class A misdemeanor and are not disqualified to receive a liquor license by reason of any matter or thing contained in the laws of the State of Illinois or the provisions of the Liquor Control Ordinance of the City of Wheaton.

23. The applicant and all individuals required to be identified in this application acknowledge that the granting of a liquor license is a matter of privilege and not a right; that citizens of the City of Wheaton have traditionally and customarily enjoyed and professed a high regard for decency and morality; and that certain displays and activities are prohibited with the sale of alcoholic liquor as set forth in the Liquor Control Ordinance of the City of Wheaton.

24. The applicant and all individuals required to be identified in this application acknowledge that they have read, understand, and will obey the provisions of the Liquor Control Ordinance of the City of Wheaton.

The applicant hereby certifies that the information provided in this application is true and correct to the best of its knowledge and belief. The applicant understands and agrees that any false information, misrepresentation, or omission of facts in this application and the application process may be justification for denial of a liquor license.

CORPORATION SIGNATURES:

President _____

Corporate Seal _____

Secretary _____

LIMITED LIABILITY COMPANY SIGNATURES:

X Frances Rouse

INDIVIDUAL OR PARTNERSHIP SIGNATURES:

STATE OF Illinois)

COUNTY OF DuPage)

Sworn to (or affirmed) and subscribed before me this

22nd day of December, 20 25

Michelle E. Mayer

Notary Public



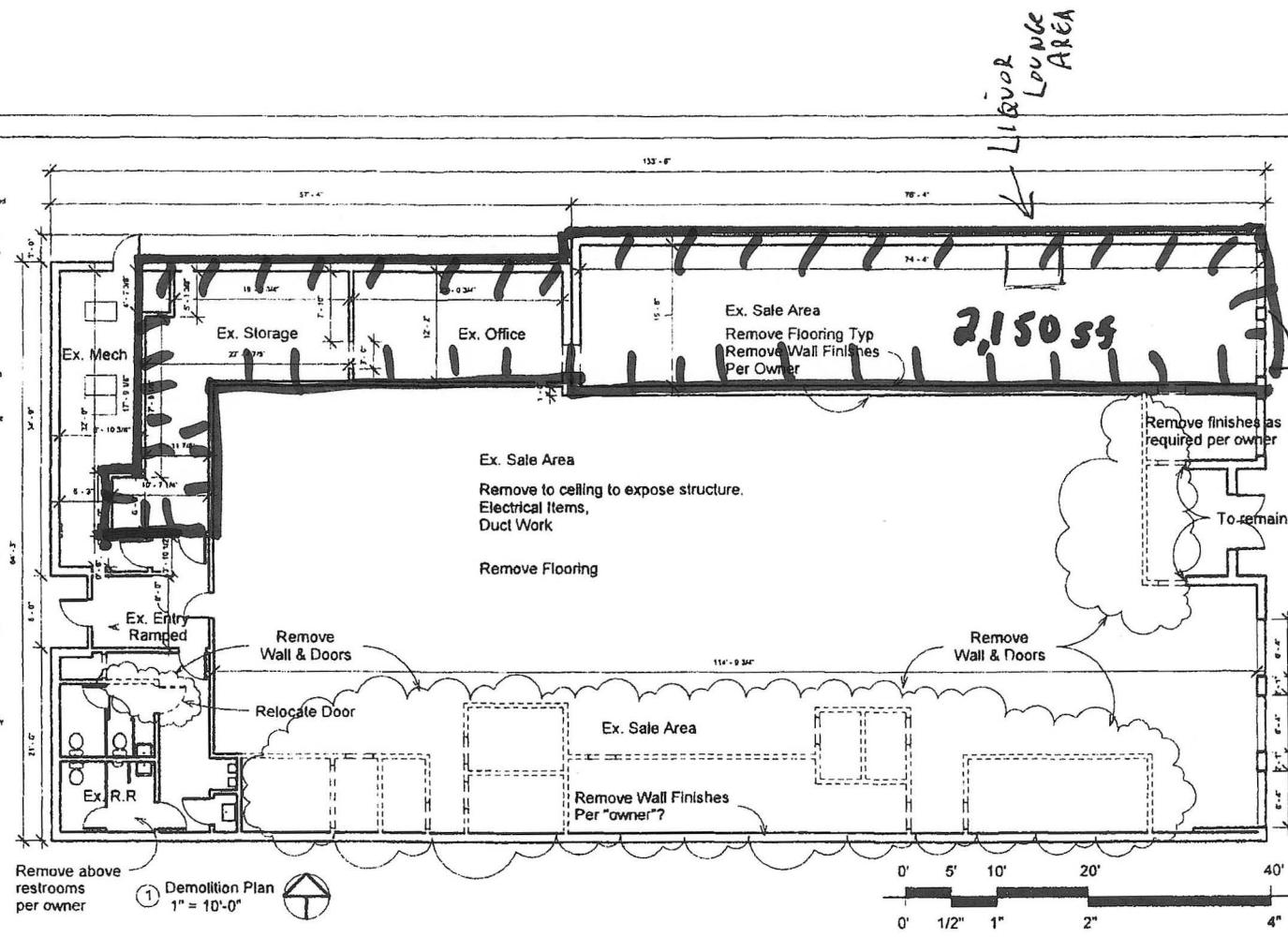
(Notary Stamp/Seal)

Liquor Guidelines

In our employee handbook, we emphasize the critical importance of training employees in the responsible service of alcohol, which includes highlighting the procedures for checking IDs and effectively communicating to handle challenging situations, such as declining service to an overserved customer. Employees are trained to prioritize the safety and well-being of both patrons and staff by rigorously adhering to state and local laws regarding age verification and alcohol consumption limits. This involves thorough instruction on the proper techniques for checking IDs to ensure compliance with legal drinking age requirements. Moreover, employees are equipped with communication strategies to diplomatically address instances where service must be declined to prevent overconsumption and maintain a safe environment. By providing comprehensive training and guidance in these areas, we empower our team to uphold our commitment to responsible alcohol service while promoting a culture of safety and accountability within our establishment.

GENERAL DEMOLITION NOTES

1. Hold waste at existing construction prior to starting demolition or new construction.
2. The Owner will retain all salvage that is of value as determined by the Owner's representative. Deliver salvaged items to specific location designated by Owner's representative.
3. Where removal of floor coverings and rubber lug tiles are required, demolition includes removal of drywall, gypsum board, etc. and required remaining surfaces to be prepared for new construction (or areas to receive new tiles.)
4. Patch all walls to match original surfaces.
5. Demolish all designated walls to be removed from floor to structure above. Prepare all finished areas for new construction.
6. Remove all miscellaneous equipment (attached to walls, floors or ceiling such as backboards, chalkboards, shelving, curtain rods, etc. let persons, etc.)
7. Removal of existing HVAC (ducts, return, registers, grilles, ductwork, thermostats, etc.) is required.
8. Removal of existing steel structures must include complete removal of all support structures, safety switches, fire alarm equipment, speakers, telephone outlets and lighting fixtures. Turn off lighting fixtures and fire alarm system. Remove all equipment and materials before delivery. Branch conduit removed shall be back to contractor or first remaining active junction box.
9. All existing wiring, conductors, etc. or portions thereof shall be removed during demolition unless written otherwise that not be required.
10. Care shall be taken to not damage or alter the integrity of the building.
11. Coordinate removal of telephones, P.A. systems, intercom, etc. with Owner's representative.
12. Noise during demolition and construction shall be kept to a minimum.
13. Existing alarm, equipment, plumbing fixtures, etc. to remain in place shall be protected from dirt and damage during demolition and construction.
14. All areas to be demolished or disturbed by any demolition are to be protected and prepared (or prepared for removal) by the contractor to the extent of work that occurs prior to removal of materials or debris.
15. All openings and waste lots by the removal of existing construction equipment, piping, ducts, etc. shall be properly patched and closed off to prevent passage for illegal use. Provide patches to receive new fixtures as required.
16. Where a room has been given to an existing wall, all perimeter area (existing or new) must be sealed and properly prepared for that room's requirement.



Paul W. Reed Architect LLC
706 Monroe St. Phone: 219-689-6057
Valparaiso, IN 46383 Email: pwreed@comcast.net



Miroballi Shoes
124 N. Hale St.
Wheaton, IL 60187

No.	Description	Date
1	Revision 1	Date 1

Demolition Plan

Project number	Miro0115
Date	3/30/2015
Drawn by	GPR
Checked by	PWR

D1

3/30/2015 6:47:30 PM

A vertical column of 20 numbered lines, each containing a short, dark, horizontal mark. The lines are arranged in a grid-like pattern, with each line having a small number at its top left corner. The numbers range from 1 to 20. The marks are small and dark, possibly ink or charcoal, and are positioned at the end of each line.

Premium Summary Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No. JFL/LIQ/242627.01/002
Policy Number:
Assured Name (Licensee): STONEHOUSE MARKET LLC
Insurer: National Specialty Insurance Company
Effective Date: 15 December 2025

In consideration of the additional/(return) premium shown below, it is hereby understood and agreed that the attached endorsements apply:

Total Additional/(Return) Due: \$0.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Date of Issue: 18 December
2025

By:

Endorsement /002 – Change to Location TWO Details
Attached to and forming part of Certificate No.
NATIONAL SPECIALTY INSURANCE COMPANY

Effective Date

With effect from 15 December 2025 to 01 June 2026 both days at 12:01 a.m. Central Standard Time the following Statements have been changed: Statement 1. (A)

And location details are restated as below.

Changes apply to the Schedule of Warranties and all other Policy endorsements applicable to the location.

Statement 1. (A) Name and Address of Assured (Licensee)

STONEHOUSE MARKET LLC

STONEHOUSE ON HALE

126 NORTH HALE STREET

WHEATON

Illinois

60187

(B) Name and Address of Assured (Owner)

124 N HALE ST WHEATON LLC

C/O MIROBALLI SHOES

14360 SOUTH LAGRANGE ROAD

ORLAND PARK

Illinois

60462

Statement 2. This Insurance is limited to sales or gifts of alcoholic liquor made by the Licensee(s) named in Statement 1(A) at the following premises:

126 NORTH HALE STREET

WHEATON

Illinois

60187

which are **inside** the corporate limits of such city, town or village

Statement 3. The insured premises will close **before 2am** which time represents the latest closing time of the insured premises on any day of the week during the Insurance period.

Statement 4. The classification of risk, amount of gross annual receipts from sales of alcoholic liquor, and the premium for the Insurance period are as stated below:

Classification of Risk	Amount of Gross Annual Receipts	Premium
PACKAGE STORE	\$7500	See Premium Summary LII M (04/21)

Statement 5. No company nor NATIONAL SPECIALTY INSURANCE COMPANY has cancelled or refused to issue or renew Liquor Liability Insurance on the risk herein described during the past five years, except as follows:

No Reason: N/A

LIMIT OF LIABILITY

Combined Single Limit **\$1,000,000**

Guild Insurance Inc

THE ASSURED WARRANTS THAT THE FOREGOING WARRANTY STATEMENTS ARE FULL, TRUE AND COMPLETE AND THAT THE BREACH OF ANY OF SAID WARRANTIES SHALL RENDER THIS INSURANCE NULL AND VOID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FNIC 11000 E Route 34 Ste 1 Plano IL 60545		CONTACT NAME: Lori Dobbs PHONE (A/C, No. Ext): 630-552-3447 E-MAIL ADDRESS: lori.dobbs@fnicgroup.com	FAX (A/C, No): 630-552-3850
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Stonehouse Market LLC dba Stonehouse on Hale 126 N Hale St Wheaton IL 60187		INSURER A: Grinnell Mutual Reinsurance Company	14117
		INSURER B: National Specialty Insurance Company	22608
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 1820735115		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSPD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		0000882953	5/2/2025	5/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					
Y / N		N / A	0001139213	10/20/2025	5/2/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER: \$
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B Liquor Liability			JFL/LIQ/242627	6/1/2025	6/1/2026	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Additional Insured: 124 N Hale St Wheaton LLC C/O Miroballi Shoes 14360 S Lagrange Rd Orland Park IL 60462					

CERTIFICATE HOLDER		CANCELLATION	
124 N Hale St Wheaton LLC C/O Miroballi Shoes 14360 S Lagrange Rd Orland Park IL 60462		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the address listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.



MEMORANDUM

TO: The Honorable Mayor and City Council
FROM: Robert R. Lehnhardt, Director of Finance/Treasurer
DATE: January 20, 2026
SUBJECT: **Home Rule (Local) Sales Tax Ordinance – Adoption**

Request

City Council approval of the attached 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") 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.

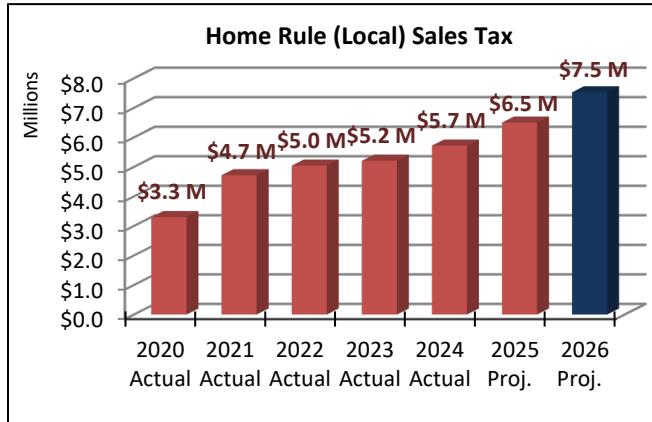


WHEATON MAYOR PHILIP J. SUESS

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.

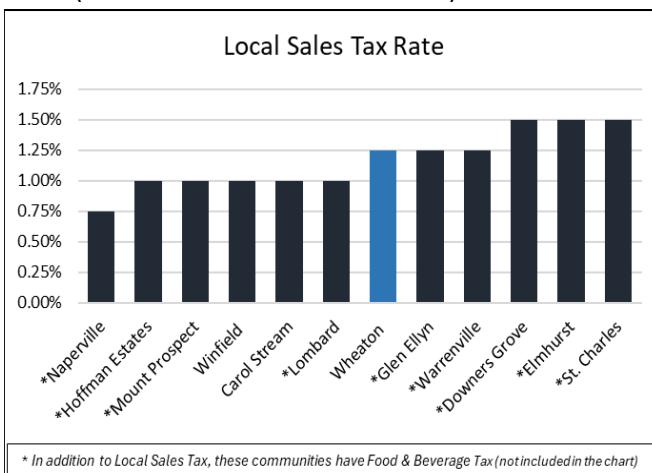


Comparisons to Other Communities

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

Staff recommends approval of the attached 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") from 1.00% to 1.25%, effective July 1, 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 20, 2026
SUBJECT: **Municipal Gas Use Tax Ordinance – Adoption**

Request

City Council approval of the attached 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.

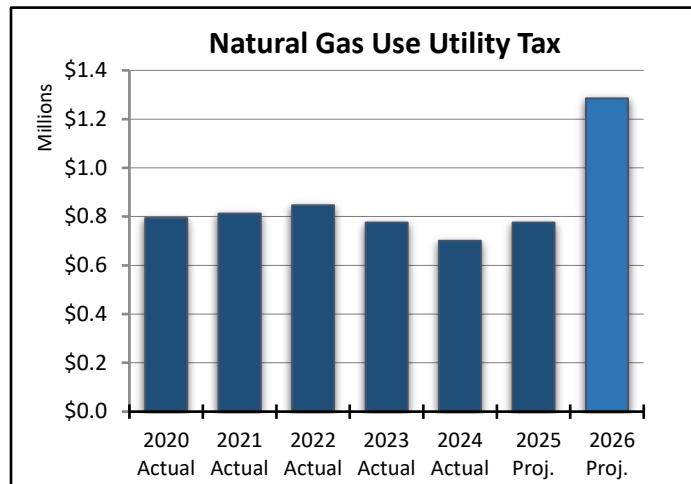


WHEATON MAYOR PHILIP J. SUESS

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

Staff recommends approval of the attached ordinance amending certain sections of Article XI (Municipal Gas Use Tax), Chapter 66 (Taxation) of the Code of Ordinances of the City of Wheaton.

Additionally, 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. Staff recommends approval of the attached resolution authorizing the execution of the Collection Agreement (Exhibit A).

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 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:

RESOLUTION R-2026-

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL GAS USE TAX COLLECTION
AGREEMENT BETWEEN THE CITY OF WHEATON AND NORTHERN ILLINOIS GAS COMPANY, D/B/A
NICOR GAS COMPANY**

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 has adopted a Municipal Gas Use Tax ("Tax") on gas purchased at retail for use or consumption in the City; and

WHEREAS, Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor Gas") is a provider of natural gas to its various users and maintains the required infrastructure for delivery of natural gas; and

WHEREAS, the City and Nicor Gas have negotiated terms and conditions pursuant to which Nicor Gas shall collect the Tax and render other related services and the Parties desire to memorialize their respective understandings in an agreement relative to the collection of the Tax and other related services; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into a Municipal Gas Use Tax Collection Agreement with Northern Illinois Gas Company d/b/a Nicor Gas Company for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule authority, that the Director of Finance is hereby authorized to execute the Municipal Gas Use Tax Collection Agreement with Northern Illinois Gas Company d/b/a Nicor Gas Company; and that a copy of the Municipal Gas Use Tax Collection Agreement is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 20th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

Exhibit A

Municipal Gas Use Tax Collection Agreement

between

the City of Wheaton, Illinois

and

Northern Illinois Gas Company,

d/b/a Nicor Gas Company

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MUNICIPAL GAS USE TAX COLLECTION AGREEMENT

This Municipal Gas Use Tax Collection Agreement (this “Agreement”) is entered into to be effective as of March 1, 2026, by and between Northern Illinois Gas Company, d/b/a Nicor Gas Company, an Illinois corporation (the “Contractor”), and the City of Wheaton, Illinois (the “Municipality”), a municipal corporation and home rule unit of local government existing under the Illinois Constitution.

RECITALS

WHEREAS, on March 15, 2010, the Municipality adopted Ordinance No. F-1477 (the “Original Tax Ordinance”) pursuant to which the Municipality found that:

- (a) the Municipality is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970;
- (b) subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and
- (c) in furtherance of its home rule powers, it is necessary and desirable for the Municipality to amend its ordinances regarding taxation by creating a municipal gas use tax; and

WHEREAS, as a result of such findings, the Municipality adopted the Tax Ordinance imposing a Municipal Gas Use Tax (the “Tax”) on gas purchased at retail for use or consumption in the Municipality; and

WHEREAS, the Municipality authorized the execution of an agreement with the Contractor to provide for the collection of the Tax; and

WHEREAS, the Municipality entered into an agreement with the Contractor, dated as of May 1, 2010, to provide for the collection of the Tax (the “Prior Agreement”); and

WHEREAS, on January 20, 2026, the Municipality adopted Ordinance No. [O-2026-XX] (collectively with the Original Tax Ordinance, the “Tax Ordinance”) increasing the rate of the Tax from three cents (\$0.03) per therm to five cents (\$0.05) per therm; and

WHEREAS, the Municipality and the Contractor agree to terminate the Prior Agreement with respect to bills issued on or after March 1, 2026, and the Municipality and the Contractor now desire to enter into this Agreement; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the Municipality is authorized to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Municipality and the Contractor have negotiated the terms and conditions pursuant to which the Contractor shall collect the Tax and render other related services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Municipality and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

The following terms shall have the meanings ascribed to them for the purposes of this Agreement:

“Account” means an account that a Person has with the Contractor.

“Agreement” means this Municipal Gas Use Tax Collection Agreement, including all exhibits attached hereto and incorporated herein by reference, and all amendments, modifications or revisions hereto made in accordance with the terms hereof.

“Contractor” has the meaning set forth in the first paragraph of this Agreement.

“Customer” means a Person on the Customer Account List who has a Customer Account.

“Customer Account” means an Account that a Customer has with the Contractor.

“Customer Account List” means a list of addresses of Customer Accounts from which the Contractor will collect the Tax.

“Exempt Customer List” means a document issued by the Municipality listing the names, addresses, account numbers, facilities and meter locations of (i) the Municipality, (ii) Persons exempt by law from the payment of the Tax (other than by an ordinance of the Municipality), and (iii) Persons who are exempt from payment of the Tax pursuant to an ordinance of the Municipality.

“Fee” means the compensation payable to the Contractor for the services provided under this Agreement as more specifically defined in Article 5 of this Agreement.

“Municipality” has the meaning set forth in the first paragraph of this Agreement.

“Person” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.

“Prior Agreement” has the meaning set forth in the Recitals to this Agreement.

“Records” means those records and accounts with respect to the Tax on each Customer Account on the Customer Account List, which are kept by the Contractor in the ordinary course of its business.

“State” means the State of Illinois.

“Tax” has the meaning set forth in the Recitals to this Agreement.

“Tax Collection Services” means the services described in Article 3 of this Agreement.

“Tax Ordinance” has the meaning set forth in the Recitals to this Agreement.

ARTICLE 3. SERVICES OF THE CONTRACTOR

3.1 Tax Collection General Provisions

The Contractor shall perform the services (the “Tax Collection Services”) described in Section 3.2.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing herein is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Municipality and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative, fiduciary or employee of the Municipality for any purpose or in any manner whatsoever.

The relationship of the parties with respect to the subject matter of this Agreement, including without limitation the performance of the Tax Collection Services, is strictly contractual and neither party shall have any rights or obligations with respect to the Tax Collection Services other than as are expressly provided in this Agreement. Without limiting the generality of the foregoing, it is specifically understood and agreed that the rights and obligations of the Contractor with respect to the subject matter of this Agreement shall not be deemed to incorporate or be amended, modified or varied in any respect by (i) the provisions of any ordinance (including the Tax Ordinance), mandate or directive that the Municipality has adopted or may adopt in the future even if such ordinance, mandate or directive purports to amend, modify or vary any rights or obligations of the Contractor or to impose any performance standards, charges, damages, assessments, fines or penalties on the Contractor with respect to, or in connection with, the subject matter of this Agreement or (ii) the provisions of any existing or future license, franchise, grant or other agreement.

3.2 Tax Collection Services

A. Collection From Customers

The Contractor will bill the Tax to each Customer on the Customer Account List by including the Tax on the bills issued to the Customer for the Customer Account. The Tax will be billed at the rate of five cents (\$0.05) per therm of gas delivered and billed by the Contractor to

such Customer Account with respect to all bills issued on or after March 1, 2026; provided, however, that any amounts due or payable for any tax periods ending prior to March 1, 2026 pursuant to bills issued under the Prior Agreement are nevertheless to remain payable at a rate of three cents (\$0.03) per therm as if this increased rate had not been imposed. The Contractor will collect the Tax remitted along with any other amounts owed to the Contractor, including any gas and service charges, and any charges pursuant to Sections 9-221 and 9-222 of the Public Utilities Act (220 ILCS 5/1-101 *et seq.*).

The Contractor will include the Tax on any bill issued to a Customer on the Customer Account List on or after March 1, 2026.

B. Review of Customer Accounts

1. Municipality Cooperation with Respect to Customer Accounts

During the Term, the Municipality shall cooperate with the Contractor with respect to the review of Customer Accounts subject to the Tax, including, but not limited to, reviewing Customer Account Lists as described herein.

2. Initial Customer Account List

The Contractor shall provide the Municipality with the Contractor's initial Customer Account List prior to, or shortly following, commencement of the Tax Collection Services. The Municipality shall promptly review the Customer Account List provided by the Contractor and inform the Contractor in writing of changes to (including additions to, deletions from or other changes to) the Customer Account List within thirty (30) days of receipt of such Customer Account List. If the Municipality informs the Contractor of changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use reasonable efforts to implement any such changes, unless it disputes any such changes from the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

3. Changes to Customer Account List

The Municipality acknowledges that, during the Term, the Contractor will add Customer Accounts to, delete Customer Accounts from and make other changes to the Customer Account List as the Contractor is informed of changes related to Customer Accounts. In addition, if the Municipality informs the Contractor in writing of suggested changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use its reasonable efforts to implement any such changes, unless it disputes any such changes from the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

As a means of assisting the Municipality to confirm the accuracy of the Customer Account List on an ongoing basis during the Term, the Contractor may periodically provide to the Municipality a current Customer Account List. The Municipality shall promptly review such Customer Account List and inform the Contractor in writing of changes to (including additions to, deletions from or other changes to) the Customer Account List within thirty (30) days of

receipt of such Customer Account List. If the Municipality informs the Contractor in writing of changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use reasonable efforts to implement any such changes, unless it disputes any such changes suggested by the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. If the Municipality fails to so inform the Contractor in writing of changes to the Customer Account List, the Contractor shall be entitled to assume that the Municipality does not propose any changes to the current Customer Account List.

4. Accuracy of Customer Account List

The Customer Account Lists shall be compiled by the Contractor from information contained in the Contractor's customer records as such records exist from time to time based on information received by the Contractor from the Municipality in accordance with this Section 3.2B and from other sources of information normally used by the Contractor in the ordinary course of its utility business. The Customer Account Lists are intended to contain the accurate addresses of all Customers who use or consume gas within the Municipality. However, the Municipality specifically acknowledges that the Customer Account Lists compiled by the Contractor in the ordinary course of its business may include mistakes, errors and omissions and that, as a consequence, the Customer Account Lists may fail to include some Persons who use or consume gas within the Municipality or they may include some Persons who do not use or consume gas within the Municipality. The Contractor makes no representation or warranty that the Customer Account Lists will be free from mistakes, errors and omissions. The Contractor shall have no responsibility or liability to the Municipality for any such mistakes, errors or omissions in any Customer Account Lists including, without limitation, any responsibility or liability related to the collection of the Tax from Accounts on the Customer Account Lists or related to the failure to collect the Tax from Accounts not on the Customer Account Lists.

C. Responsibility for Providing Exempt Customer List

1. Initial Exempt Customer List

It shall be the obligation of the Municipality to provide the Contractor in writing with the Exempt Customer List before the commencement of the Tax Collection Services. In the event the Municipality does not provide the Contractor with an initial Exempt Customer List before the commencement of the Tax Collection Services, the Contractor thereafter may, but shall not be obligated to, compile an initial Exempt Customer List based upon its judgment, made in good faith, of Persons who would qualify as exempt from the Tax and, if the Contractor elects to compile an initial Exempt Customer List, the Contractor shall promptly provide the Municipality in writing with such Exempt Customer List. Upon receipt of the Exempt Customer List by the Contractor, the Contractor shall not include the Tax on any bill issued to a Person on the Exempt Customer List from and after the first day of the second month following the date of receipt of the Exempt Customer List, unless the Contractor disputes the inclusion of any Person on the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. In the event the Municipality does not timely provide the Contractor with an initial Exempt Customer List and the Contractor elects to compile an Exempt Customer List, the Contractor may exclude

the Tax on any bill issued to a Person on the Exempt Customer List from and after the date the Contractor compiles such Exempt Customer List. The Municipality shall be responsible for updating the Exempt Customer List and shall promptly notify the Contractor of any such updates as they occur.

2. Addition of Persons to Exempt Customer List

Upon receipt by the Contractor of any written update to the Exempt Customer List from the Municipality adding Persons to the Exempt Customer List, the Contractor shall not include the Tax on any bill issued to a Person added to the Exempt Customer List from and after the first day of the second month following the date of receipt of the updated Exempt Customer List, unless the Contractor disputes the addition of any such Person to the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

3. Removal of Persons from Exempt Customer List

Upon receipt by the Contractor of any written update to the Exempt Customer List from the Municipality removing Persons from the Exempt Customer List, the Contractor shall include the Tax on any bill issued to a Person removed from the Exempt Customer List from and after the first day of the second month following the date of receipt of the updated Exempt Customer List, unless the Contractor disputes the removal of any such Person from the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

4. Accuracy of Exempt Customer List

The Contractor makes no representation or warranty that the Exempt Customer Lists will be free from mistakes, errors and omissions including, without limitation, mistakes, errors or omissions by the Contractor in (i) compiling an initial Exempt Customer List in the event the Municipality fails to timely provide the Contractor with an initial Exempt Customer List or (ii) incorporating information received from the Municipality in the preparation or update of the Exempt Customer Lists. The Contractor shall have no responsibility or liability to the Municipality for any such mistakes, errors or omissions in any Exempt Customer Lists including, without limitation, any responsibility or liability related to the failure to collect the Tax from Accounts on the Exempt Customer Lists or related to the collection of the Tax from Accounts not on the Exempt Customer Lists.

D. Remittance

The Contractor will remit the Tax collected, net of its Fee, to the Municipality on or before the last day of the first calendar month following the calendar month in which the Tax is collected. The Contractor may remit payment for a calendar month on the basis of estimates made by the Contractor in good faith of the Tax to be billed and collected, and the Fee due, for that calendar month and, in such case, the Contractor will adjust as soon as reasonably practicable subsequent monthly remittances to account for differences between the Contractor's initial estimate of Tax collections, and Fee due, for such calendar month and Contractor's actual Tax collections and the actual Fee due for such calendar month. The Contractor may from time

to time change its methodology for estimating in good faith the Taxes to be billed and collected, and the Fee due, for a calendar month. The Contractor ultimately shall only be responsible for remitting to the Municipality the actual amount of Tax collected by the Contractor, net of the Fee applicable thereto, and shall have no obligation to pursue collection efforts on behalf of the Municipality to collect any Tax billed by the Contractor that is not paid. If the Contractor's remittances for a calendar month are based on estimates and the amounts of such estimates are less than the actual Tax ultimately collected for such calendar month, the Contractor shall be responsible for remitting to the Municipality (if not otherwise accomplished through the adjustment procedure above) the amount, without interest, by which the Tax actually collected for such month, net of the Fee applicable thereto, exceeded the Contractor's previous remittances for such month. If the Contractor's remittances for a calendar month are based on estimates and the amounts of such estimates are more than the actual Tax ultimately collected for such calendar month, the Municipality shall be responsible for remitting to the Contractor (if not otherwise accomplished through the adjustment procedure above) the amount, without interest, by which the Tax actually collected for such month, net of the Fee applicable thereto, is less than the Contractor's previous remittances for such month.

E. Customer Payments; Collection of Tax by Municipality

The Tax shall be due and payable by a Customer to the Contractor by the due date of the bill on which the Tax is included. The Municipality shall not assess or attempt to collect any Tax from a Customer, provided, however, that the Municipality may attempt to collect the Tax from Accounts subject to dispute between the Municipality and the Contractor pursuant to Section 3.2B., but only during such period as a dispute exists between the Municipality and the Contractor related to such Accounts and, provided, further, that the Municipality shall assume all liability related to the collection of the Tax from such Accounts and the Contractor shall have no responsibility or liability related to the collection of the Tax from such Accounts or related to the failure to collect the Tax from such Accounts. In the event that a Customer attempts to pay the Tax to the Municipality, the Municipality shall use its best efforts to direct the Customer to pay the Tax to the Contractor.

F. Records and Audits

1. Records

The Contractor shall use good faith efforts to retain for a three-year period from the date any billing of the Tax Records sufficient to reflect properly such Tax due, billed, collected and/or remitted to the Municipality, and the amount of any Fees deducted by the Contractor as payment for the Tax Collection Services.

Any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

2. Audits

The Contractor shall keep the Records open to reasonable audit, inspection, copying and abstracting by the Municipality at the Contractor's office at reasonable times during business hours that are agreed to by the Contractor, at the Municipality's expense (which shall include

reimbursement of all costs of the Contractor related to any such audit, inspection, copying or abstracting, including labor and overhead charges for employees and agents of the Contractor responding to audit requests) and subject to the Contractor's customer confidentiality policies. Audit requests shall be provided to the Contractor in writing and shall be limited in scope to Records relating to billing and collection of Tax from Customers for the three-year period preceding the date of the audit request. The Contractor shall determine, in its discretion, the manner and format in which such Records are provided to the Municipality. Each employee or agent of the Municipality participating in the audit shall agree in writing to comply with the confidentiality obligations of the Municipality as specified in Section 3.4 of this Agreement.

If, after conducting an audit, the Municipality believes that the Tax should have been collected from certain Accounts or that the Tax should not have been collected from certain Accounts, the Municipality shall notify the Contractor in writing and provide supporting information as appropriate. The Contractor shall use reasonable efforts to commence or discontinue collection of the Tax from such Accounts, as applicable, on a prospective basis, unless it disputes the Municipality's position with respect to any such Account, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. The Municipality shall be solely responsible for collecting the Tax from or refunding the Tax to such Accounts, as applicable, for periods prior to the date that the Contractor commences or discontinues collection of the Tax from such Accounts. Upon the request of the Municipality, the Contractor may provide reasonable assistance to the Municipality in the Municipality's collection or refunding of the Tax.

G. Liability for Tax Refunds, Disputes

Liability for the Tax shall rest exclusively with the Customer. The Contractor shall not be liable to remit any Tax not actually collected. To the extent a subcontractor or assignee that collects the Tax pursuant to this Agreement is required to transfer the amount of the Tax collected to the Contractor for remittance to the Municipality, the Contractor is responsible for remitting to the Municipality only that portion of the Tax actually received by the Contractor from the subcontractor or assignee.

Any Customer's claim for a refund or other dispute regarding the amount of Tax owed or collected shall be directed to and handled by the Municipality, not the Contractor. In no case shall the Contractor be liable to refund any Tax to a Customer or other amount collected and remitted to the Municipality pursuant to this Agreement. The foregoing shall not limit the Contractor's ability to refund the Tax in such cases where the Contractor reasonably determines that a refund is appropriate and, in any such case, the Contractor shall be entitled to reimbursement from the Municipality for such refund to the extent the amount of the refunded Tax previously had been remitted by the Contractor to the Municipality.

H. Amendments to Tax Ordinance

In the event that the Tax Ordinance is amended, the Municipality shall provide notice to the Contractor within 14 days of the date that any amended ordinance is passed. If the amended ordinance changes the rate of the Tax, then the Contractor shall collect the Tax at the new rate with respect to bills issued for a Customer Account on or after: (i) the effective date of the new

rate of the Tax pursuant to the amended ordinance, which shall be the first day of a calendar month; or (ii) the first day of the calendar month following that date which is three months after the date on which the amended ordinance is passed, whichever is later. If the Tax Ordinance is amended without the prior written concurrence of the Contractor in any manner other than to change the rate of the Tax, the Contractor may at any time from and after the date such amended ordinance is passed terminate this Agreement upon thirty (30) days' written notice to the Municipality.

3.3 Subcontracts and Assignments

A. Assignment by Contractor

1. Merger or Asset Sale

The Contractor may, without the consent of the Municipality, transfer its rights and obligations under this Agreement, in whole, but not in part, in connection with a merger or a sale, transfer or conveyance of all or substantially all of the Contractor's assets.

2. Collection Agencies

The Contractor may, without the consent of the Municipality, subcontract, assign or delegate all or any portion of the Tax Collection Services to one or more collection agencies or law firms in the ordinary course of the Contractor's business and consistent with the requirements of this Agreement. Furthermore, the Contractor may, without the consent of the Municipality, permit any of its authorized agents listed on the Contractor's published "Directory of Company Authorized Collection Agents and Company Offices", for example, a bank or a savings and loan, to accept payments from Customers on behalf of the Contractor.

3. Gas Supplier Agreements

The Contractor may enter into an agreement with a gas supplier to provide billing services to the Contractor. In the event the Contractor enters into such an agreement with a gas supplier, the Contractor may, at the Contractor's sole discretion, (a) continue to collect the Tax with respect to Customers purchasing gas from the gas supplier, (b) subcontract, assign or delegate, without the consent of the Municipality, all or any portion of the Tax Collection Services to the gas supplier with respect to Customers purchasing gas from the gas supplier, or (c) provide notice to the Municipality that those Customers purchasing gas from the gas supplier will not be considered Customers for purposes of this Agreement and will be removed from the Customer Account List on the first day of the month following such notice, in which case the Municipality may enter into a separate agreement with the gas supplier to collect the Tax from such Customers.

4. Other Assignments

Except as otherwise permitted pursuant to this Section 3.3A., the Contractor shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement without the express written consent of the Municipality, such consent not to be

unreasonably withheld. Any attempted subcontract, assignment, delegation or transfer made without such express written consent shall be void and of no effect.

5. Conditions of Assignment

All subcontracts or assignments permitted pursuant to this Section 3.3A. (with the exception of transfers permitted pursuant to Section 3.3A.1. and Section 3.3A.3 and subcontracts or assignments where the Municipality approves otherwise pursuant to section 3.3A.4.) shall be deemed conditioned upon performance by the subcontractor or assignee in accordance with the terms and conditions of this Agreement. If any such subcontractor or assignee approved by the Municipality pursuant to Section 3.3A.4. shall fail to observe or perform the terms and conditions of this Agreement, the Municipality shall have the right upon written notification to require the performance of this Agreement by the Contractor personally or through any other Municipality-approved subcontractor or assignee.

B. Effect of Municipality Consent

No subcontract or assignment with respect to this Agreement (with the exception of transfers permitted pursuant to Section 3.3A.1. and subcontracts or assignments where the Municipality approves otherwise pursuant to Section 3.3A.4.), nor any acceptance of or payment for any Tax Collection Services by the Municipality, shall relieve the Contractor of any of its obligations hereunder.

C. Assignment by the Municipality

Without the express written consent of the Contractor, such consent not to be unreasonably withheld, the Municipality shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement. Any attempted subcontract, assignment, delegation or transfer made without such express written consent shall be void and of no effect.

Notwithstanding the foregoing, the Municipality may, without the consent of the Contractor, (i) assign or otherwise transfer, in whole or in part, its rights to receive the Tax collected hereunder in connection with any debt financing transaction, and (ii) subcontract, assign or delegate all or any part of its rights of assessment and enforcement with respect to the Tax.

3.4 Confidentiality

The Contractor and the Municipality hereby agree not to disclose to third parties any information provided to either the Contractor or the Municipality by the other (or by such other party's agents, contractors, or subcontractors), or obtained by either party in the performance of its obligations under this Agreement. This Section 3.4 shall not apply to the following: (a) information available from public sources, (b) information made public by a party other than the Municipality or the Contractor, (c) disclosure by the Contractor to affiliates of the Contractor, or to the Contractor's agents or subcontractors which is necessary for the Contractor to perform its obligations under this Agreement, (d) disclosure required, in the opinion of the disclosing party's legal counsel, by law, judicial or administrative order or where such disclosure is necessary to

comply with Federal or state securities laws, (e) disclosure required by any lender providing financing to the Contractor or the Municipality or from whom such financing is sought, (f) disclosure to a Customer regarding his Tax liability or payment, (g) general instructions and/or general information regarding the Tax provided to the public and/or to Customers, (h) disclosure to the Illinois Commerce Commission, and (i) disclosure required under the Illinois Freedom of Information Act.

Furthermore, the Municipality acknowledges that the Contractor's obligations pursuant to this Agreement, including its obligations to provide information or access to information, particularly Records, to the Municipality, are subject to the Contractor's customer confidentiality policies. The Municipality further acknowledges that such customer confidentiality policies may limit the Municipality's access to such information. The Municipality also acknowledges that any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

3.5 Compliance with Laws

The Contractor and the Municipality shall at all times observe and comply, in all material respects, with all applicable laws, ordinances, rules, regulations, policies and executive orders of the federal, state and local government which may affect the performance of this Agreement.

ARTICLE 4. TERM

4.1 Term of Agreement

A. Original Term

This Agreement shall take effect as of the date hereof and shall continue until March 1, 2027 (subject to paragraph B below) or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The Contractor's duty to perform the Tax Collection Services shall begin with bills issued to Customers on March 1, 2026 and shall cease (unless otherwise extended hereunder) with respect to bills issued on or after March 1, 2027.

B. Extension

This Agreement shall automatically extend for successive one-year periods after the original one-year term unless either party elects to terminate this Agreement by written notice delivered to the other party no later than thirty (30) days prior to the end of the then current term or this Agreement is otherwise terminated in accordance with its terms.

ARTICLE 5. COMPENSATION

As compensation for the Tax Collection Services provided hereunder, the Contractor shall be paid a fee (the "Fee") equal to 3% of the amount of Tax collected by the Contractor, its

subcontractors or its authorized agents and remitted in accordance with Section 3.2D. The Contractor shall be entitled to deduct the applicable Fee from each remittance of Tax to the Municipality. Payment of the Fee for any Tax actually collected and remitted to the Municipality in accordance with Section 3.2D., whether before or after the effective date of the termination of this Agreement, shall be in accordance with this Article 5.

ARTICLE 6. DISPUTES

The Municipality and the Contractor shall use their best efforts to resolve any disputes arising under this Agreement including disputes as to whether the Contractor failed to remit or timely remit any Tax collected. During any period of dispute resolution, the Contractor shall continue to perform the Tax Collection Services and will be entitled to collect its Fee under Article 5.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Contractor's Representations and Warranties

In connection with the execution of this Agreement, the Contractor hereby represents and warrants to the Municipality that the Contractor is legally authorized to execute this Agreement and to perform or cause to be performed the Tax Collection Services.

7.2 Municipality's Representations and Warranties

In connection with the execution of this Agreement, the Municipality hereby represents and warrants to the Contractor that the Municipality:

- (A) is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State and is a home rule unit of government under Section 6(a) of Article VII of said Constitution;
- (B) has full power and authority as a home rule unit of government to impose the Tax and to execute this Agreement; and
- (C) has duly authorized all necessary action to be taken by it for the imposition of the Tax and the execution and performance of this Agreement.

ARTICLE 8. TERMINATION

8.1 Termination Right of Municipality

The Municipality shall have the absolute right to terminate this Agreement by a notice in writing from the Municipality to the Contractor setting forth the effective date of such termination:

- (A) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (B) upon thirty (30) days' written notice to the Contractor.

If the Municipality elects to terminate this Agreement under this Section 8.1., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

8.2 Termination Right of Contractor

The Contractor shall have the absolute right to terminate this Agreement by a notice in writing from the Contractor setting forth the effective date of such termination:

- (A) if the Illinois Commerce Commission issues an order prohibiting the Contractor from performing all or part of the Tax Collection Services;
- (B) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (C) upon thirty (30) days' written notice to the Municipality.

If the Contractor elects to terminate this Agreement under this Section 8.2., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

ARTICLE 9.

GENERAL CONDITIONS

9.1 Entire Agreement

A. General

The Contractor and the Municipality acknowledge that this Agreement shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

B. No Collateral Agreements

The Contractor and the Municipality agree that, except for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever, by either party, its officials, its agents or its employees has induced the other party to enter into this Agreement or has been relied upon by either party including any with reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Tax Collection Services to be performed; (iii) the nature, quantity, quality or volume of any materials, labor or other facilities needed for the performance of this Agreement; (iv) the general

conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) above, affecting or having any connection with this Agreement or the negotiation or performance hereof.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

9.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Municipality or their respective successors and assigns.

9.4 Governing Law and Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.

9.5 Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

9.6 Interpretation

Any headings of this Agreement are for convenience or reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9.7 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

9.8 Invalid Tax or Exemption from Tax; Responsibility for Refunds and Collection

In the event that it is determined by a court or administrative agency of competent jurisdiction that the Tax does not apply to the use of gas by a Customer from whom the Tax was collected and remitted to the Municipality in accordance with this Agreement, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds to the Customer, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to the Tax collected from that Customer. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any aspect of the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds of the Tax to Customers, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to Tax collected. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any exemption from the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to collect any amounts of the Tax then due; the Contractor shall not be responsible to collect any such amounts. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to collect any amounts of the Tax then due, the Municipality shall reimburse the Contractor for any costs of the Contractor related to the collection of such Tax.

9.9 Miscellaneous Provisions

Whenever under this Agreement the Municipality by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Municipality may have waived the performance, requirement or condition.

Whenever under this Agreement the Contractor by a proper authority waives the Municipality's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Contractor may have waived the performance, requirement or condition.

9.10 Nonliability of Public Officials

No official or employee of the Municipality shall be charged personally by the Contractor or by any assignee or subcontractor of the Contractor with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Municipality's execution or attempted execution thereof or because of any breach hereof.

9.11 Nonliability of the Contractor's Officers, Directors, Employees and Agents

No officer, director, employee or agent of the Contractor shall be charged personally by the Municipality or by any assignee or subcontractor of the Municipality with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Contractor's execution or attempted execution thereof or because of any breach hereof.

9.12 Consequential Damages; Fines; Etc.

Notwithstanding any other provision in this Agreement, neither the Municipality nor the Contractor, or their respective officers, directors, employees, representatives or agents shall be liable to the other for consequential losses or damages, including punitive or exemplary damages, arising out of or incurred in connection with the Tax Collection Services. The Municipality and the Contractor each hereby release each other and their subcontractors, officers, directors, employees, representatives and agents from any such liability.

The Contractor shall not be liable to the Municipality for any fine, assessment, penalty, forfeiture, fee, interest payment or other charge in connection with the Tax Collection Services or this Agreement notwithstanding any present or future ordinance, mandate or directive adopted by the Municipality that may purport to authorize the Municipality to assess any such fine, assessment, penalty, forfeiture, fee, interest payment or other charge to the Contractor in connection with the Tax Collection Services or this Agreement.

The Municipality shall not seek to impose any lien or encumbrance upon any property of the Contractor, or seek to revoke, modify or refuse to renew or grant any license, right or franchise of the Contractor as a means, directly or indirectly, to seek to compel compliance by the Contractor with this Agreement or in connection with any dispute relating to the performance of the Tax Collection Services or any obligations of the Contractor relating thereto.

9.13 Limitation of Liability

To the fullest extent permitted by law, the cumulative maximum liability of the Contractor to the Municipality with respect to claims and costs arising out of the performance or nonperformance of the Tax Collection Services shall not exceed the amount of the Contractor's Fee paid to the Contractor during the period that is one year prior to the date on which the Municipality commences an action against the Contractor.

9.14 Indemnification by Municipality Related to Imposition of Tax

The Municipality agrees to indemnify, defend and hold harmless the Contractor, including its officers, agents and employees, against any liability, loss, costs and expenses, including all costs of litigation and all reasonable attorneys' fees, that the Contractor, including its officers, agents and employees, incur, sustain or are subject to that results from or arises out of any claim, cause of action or litigation wherein another party asserts that any aspect of the Tax (including any exemption from the Tax) is unconstitutional under the United States or Illinois constitutions or otherwise invalid.

9.15 Limitation Period on Actions

No action, regardless of form, arising out of this Agreement, or alleging any breach of this Agreement, may be brought by either the Contractor or the Municipality against the other party more than three years after such an action accrued; provided, however, that any action arising with respect to the Prior Agreement shall be limited pursuant to Section 9.16 and 9.17 herein.

9.16 Release of Claims

The Municipality knowingly and voluntarily waives its rights with respect to any liability of the Contractor related to the collection of municipal gas use taxes or noncompliance by the Contractor with any obligations relating to the collection of municipal gas use taxes (including under the Prior Agreement) during the period May 1, 2010 to February 28, 2026 and releases and forever discharges the Contractor and each and all of its present and former parents, subsidiaries, officers, employees, directors, predecessors, successors, agents, affiliates and assigns from any liability whatsoever to the Municipality with respect to such municipal gas use tax collection. Furthermore, the Municipality agrees not to seek any fine, assessment, penalty, forfeiture, fee, interest payment or other charge from, seek to impose any lien or encumbrance upon any property of, or seek to revoke, modify or refuse to renew or grant any license, right or franchise of, the Contractor and each and all of its present and former parents, subsidiaries, officers, employees, directors, predecessors, successors, agents, affiliates and assigns as a result of the Contractor not having collected, paid, remitted or otherwise reported any municipal gas use taxes, or complied with any obligation of the Contractor relative thereto (including under the Prior Agreement), during the period May 1, 2010 to February 28, 2026. The provisions of this Section 9.16 shall survive the termination of this Agreement.

9.17 Termination of Prior Agreement; Claims Related to Prior Agreement

The Municipality and the Contractor agree to terminate the Prior Agreement with respect to bills issued on or after March 1, 2026.

The Municipality and the Contractor agree that all claims related to the Prior Agreement that are not released pursuant to Section 9.16 shall be governed by the terms of this Agreement. The provisions of this Section 9.17 shall survive the termination of this Agreement.

9.18 Survival

All provisions that by their inherent character should survive termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 10. NOTICES

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the Municipality: City of Wheaton
 Attn: Finance Director
 303 W. Wesley Street
 Wheaton, Illinois 60187-0727

If to the Contractor: Nicor Gas Company
 1844 Ferry Road
 Naperville, Illinois 60563-9600
 Attention: Billing Manager

With a Copy to: Nicor Gas Company
 1844 Ferry Road
 Naperville, Illinois 60563-9600
 Attention: Community Relations Manager

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail shall be deemed received three days after mailing in accordance with this Article 10. Notices delivered personally shall be deemed effective upon receipt.

ARTICLE 11. AUTHORITY

11.1 Municipality's Authority

This Agreement is entered into by virtue of the home rule authority conferred on the Municipality under Section 6(a), Article VII of the 1970 Constitution of the State.

11.2 Contractor's Authority

Execution of this Agreement by the Contractor is authorized by bylaws or a resolution of its Board of Directors, and the signature of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement to be effective as of the date first set forth above.

CITY OF WHEATON

By: _____

Its: _____

Date: _____

NORTHERN ILLINOIS GAS COMPANY, d/b/a/
NICOR GAS COMPANY

By: _____

Its: _____

Date: _____



WHEATON CITY HALL

303 W WESLEY STREET, WHEATON, IL, 60187

630.260.2000 | www.wheaton.il.us

MEMORANDUM

TO: City Council
FROM: Mayor Philip Suess
DATE: January 20, 2026
SUBJECT: **Reappointments to a City Board**

Subject to your concurrence, I hereby recommend the reappointments of the following:

Police Pension Fund Board

- Tim Bayee (Service since 2017)
 - Reappointment for a three-year term through January 20, 2029.
- Brett Mathieson (Service since 2012)
 - Reappointment for a three-year term through January 20, 2029.

WHEATON MAYOR PHILIP J. SUESS



CITY MANAGER MICHAEL DZUGAN

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

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: William Kolschowsky, Assistant City Manager

DATE: January 20, 2026

SUBJECT: **Recommendation for Independent Cost Estimation and Value Engineering Services – Five Votes Required**

Request

City Council approval of the attached resolution for an agreement with CCS International, Inc. (CCS) for independent cost estimation and value engineering services related to the Police Station renovation and Fire Station 39 replacement projects.

Background

The 2024 Facilities Condition Assessment identified the Police Station and Fire Station 39 as needing immediate repairs and substantial investment. Based on the condition assessment and operational needs, City Council elected to proceed with a substantial remodel of the Police Station and replacement of Fire Station 39. The Police Station project has concluded its space needs analysis, and the Fire Station space needs study and site analysis is ongoing.

Given the scale and complexity of these projects, the City is seeking to engage with an independent cost estimator. Retaining an independent cost estimator ensures objective oversight of design-related cost implications, maintaining fiscal discipline while aligning with project goals. Value engineering services will identify cost savings opportunities and optimize design efficiency without compromising quality or functionality. The third-party review of projected expenses also reduces the risk of cost overruns, costly redesigns later in the process and unforeseen budget impacts, especially as it relates to the planning and issuance of debt.

Throughout the preliminary design phase of these projects, uncertainty regarding project costs has posed challenges in making informed decisions about scope and design elements. Without reliable cost projections, it has been difficult to evaluate trade-offs between functionality, operational priorities, and budget constraints. Retaining cost estimation and value engineering services at this juncture will provide additional clarity to better align design choices with financial realities.

The City has previously retained CCS for large-scale capital projects including the recent Downtown Strategic and Streetscape Plan and Library expansion. Their involvement will provide experienced guidance and ensure the design of the buildings will meet our operational needs while being cost-effective. Utilizing CCS at this stage will also allow the design process to proceed with minimal delays to project timelines.



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

Scope of Work

Under the terms of the agreement, CCS will provide six cost estimates: one estimate after the conceptual design, schematic design, and development phases for both the Police Station and Fire Station projects. Cost estimates at the conceptual and schematic design phases also include value engineering and cost reconciliation services.

Budget Impact

The total cost for all cost estimates and value engineering services outlined in the contract is \$129,859.20. The 2026 budget includes \$1.2M for Engineering and Design Services in the 2026 G.O. Bond Fund.

Recommendation

Staff recommends that the City Council adopt the resolution authorizing the execution of Agreement No. 592 with CCS International, Inc., for independent cost estimation and value engineering services.

The Agreement is on file in the City Clerk's office and available for review.

RESOLUTION R-2026-

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 592
WITH CCS INTERNATIONAL, INC. TO PROVIDE INDEPENDENT COST ESTIMATION AND VALUE
ENGINEERING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED \$129,859.20**

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 requested a proposal from CCS International, Inc. for Independent Cost Estimation and Value Engineering Services; and

WHEREAS, CCS International, Inc. submitted a proposal to provide Independent Cost Estimation and Value Engineering Services for a total amount not to exceed \$129,859.20; and

WHEREAS, the City budgeted funds in the amount of \$1,200,000 for engineering and design services; and

WHEREAS, both parties agree to the terms and conditions set forth in the agreement for Independent Cost Estimation and Value Engineering Services; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into an agreement with CCS International, Inc. located at 1815 S. Meyers Road, Suite 1070, Oakbrook Terrace, Illinois 60181 for Independent Cost Estimation and Value Engineering Services for a total amount not to exceed \$129,859.20.

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. 592 with CCS International, Inc. for Independent Cost Estimation and Value Engineering Services; and that a copy of that certain City of Wheaton Agreement No. 592 is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 20th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Sam Webb, Fleet Superintendent

DATE: January 20, 2026

SUBJECT: **Recommendation to Purchase Three (3) Replacement Vehicles for the Police Department**

Request

Approve the resolution for the purchase of three (3) replacement vehicles for the Police Department.

Background

The 2026 budget contains funding for three replacement vehicles for the Police Department. Of these three, one is assigned to the Deputy Chief and two are assigned to Patrol. The proposed replacement vehicles are requested to be hybrid gasoline-electric models and will replace one gasoline only unit and two hybrid units.

Presently, a total of 14 hybrid gasoline-electric Ford Utility Police Interceptors have been placed into the Patrol Fleet, with one new hybrid unit that was received in 2025 scheduled for upfitting. These vehicles have proven to be reliable and have lived up to fuel economy expectations with a 65% increase in miles per gallon of fuel over the non-hybrid version.

The following chart shows the vehicles that are requested for replacement. These vehicles will remain in service until meeting replacement requirements and will be requested for disposal at a later date.

Unit	Year	Make/ Model/ Desc	Current Mileage
334 (Deputy Chief)	2016	Ford/ Taurus/ Sedan	102,990
356 (Patrol)	2021	Ford/ PIU/ Hybrid	86,603
361 (Patrol)	2020	Ford/ PIU/ Hybrid	96,932

This request supports the City of Wheaton Strategic Plan 2021-2025 Strategic Priority #3 (Responsive and Efficient Services) and Strategic Priority #5 (Environmental Sustainability) by providing vehicles that help sustain vital City services, by reducing fossil fuel use, and by decreasing air pollution.

Joint Purchase

The City is a member of the Northwest Municipal Conference ("NWMC"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry. The City participates in the NWMC Suburban Purchasing Cooperative ("SPC"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in savings for the City. The requested replacement vehicles are available for purchase from Currie Motors Frankfort in Frankfort, Illinois, using competitively bid SPC



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

contract #204. Procurement has reviewed SPC contract #204 to ensure compliance with the competitive bid process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

Budget Impact

The total budgeted amount for the combined purchase and upfitting of these three vehicles is \$193,125. This request is for the vehicles only and will expend \$146,679 of the total budgeted amount leaving \$46,446 for upfitting parts, graphics, and installation. These items will be purchased as required during the time between the vehicle order and vehicle delivery. The group of requested vehicles is expected to be \$210 over budget after upfitting is completed. Reserves are available in the Fleet Services Fund to accommodate this request.

Unit	Budget	Vehicle Cost	Upfitting Labor + Graphics	Total Cost	Over/(Under) Budget
334	\$ 64,375	\$ 48,893	\$ 14,483	\$ 63,376	\$ (999)
356	\$ 64,375	\$ 48,893	\$ 15,750	\$ 64,643	\$ 268
361	\$ 64,375	\$ 48,893	\$ 16,423	\$ 65,316	\$ 941
Totals	\$ 193,125	\$ 146,679	\$ 46,656	\$ 193,335	\$ 210

Recommendation

Staff recommends that the City Council adopt the resolution authorizing the purchase of three (3) 2026 Ford Utility Interceptor Hybrid SUVs from Currie Motors Frankfort through SPC contract #204 for a total amount not to exceed \$146,679. Upfitting labor and graphics will be purchased separately through existing contracts where available and within current purchasing guidelines.

The specifications, proposal, quotations, City's Purchase Orders and SPC contract #204 are on file in the City Clerk's office for review.

RESOLUTION R-2026-

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2026 FORD UTILITY INTERCEPTOR HYBRID SUVS FROM CURRIE MOTORS FRANKFORT IN ACCORDANCE WITH THE NORTHWEST MUNICIPAL CONFERENCE SUBURBAN PURCHASING COOPERATIVE FOR A TOTAL AMOUNT NOT TO EXCEED \$146,679

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, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, *et seq.*), the City may purchase personal property, supplies, and services joining with other governmental units; and Illinois State Statutes authorize municipal governments to jointly purchase supplies; and

WHEREAS, the City is a member of the Northwest Municipal Conference ("NWMC"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the City participates in the NWMC Suburban Purchasing Cooperative ("SPC"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the City; and

WHEREAS, the SPC contract #204 has been publicly and competitively bid for vehicle and heavy equipment sales; and

WHEREAS, SPC has identified Currie Motors Frankfort located in Frankfort, Illinois, as the low responsible bidder for SPC cooperative contract #204; and

WHEREAS, the City budgeted funds in the Vehicles account of the Fleet Services Fund in the amount of \$193,125; and

WHEREAS, the corporate authorities of the City of Wheaton have determined that it is in the best interest of the City to procure three (3) 2026 Ford Utility Interceptor Hybrid SUVs for the Police Department from Currie Motors Frankfort located at 9423 W Lincoln Highway, Frankfort, Illinois 60423 in accordance with SPC cooperative contract #204 for a total amount not to exceed \$146,679.

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, Illinois, that:

Section 1. The foregoing recitals are incorporated into and made a part of this Resolution as findings of the Mayor and the City Council.

Section 2. The City's Purchase Order #2027005 for three (3) 2026 Ford Utility Interceptor Hybrid SUVs for the Police Department from Currie Motors Frankfort located at 9423 W Lincoln Highway, Frankfort, Illinois, 60423 in accordance with SPC cooperative contract #204, for a total amount not to exceed \$146,679 is hereby authorized (the "Purchase").

A copy of the City's Purchase Order #2027005 and a copy of the Suburban Purchasing Cooperative contract #204 is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

Section 3. City staff is authorized and directed to undertake any and all other tasks necessary, or in furtherance of, completion of the Purchase transaction.

ADOPTED this 20th day of January 2026.

Mayor

ATTEST:

City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Dawn C. Didier, City Attorney

DATE: January 20, 2026

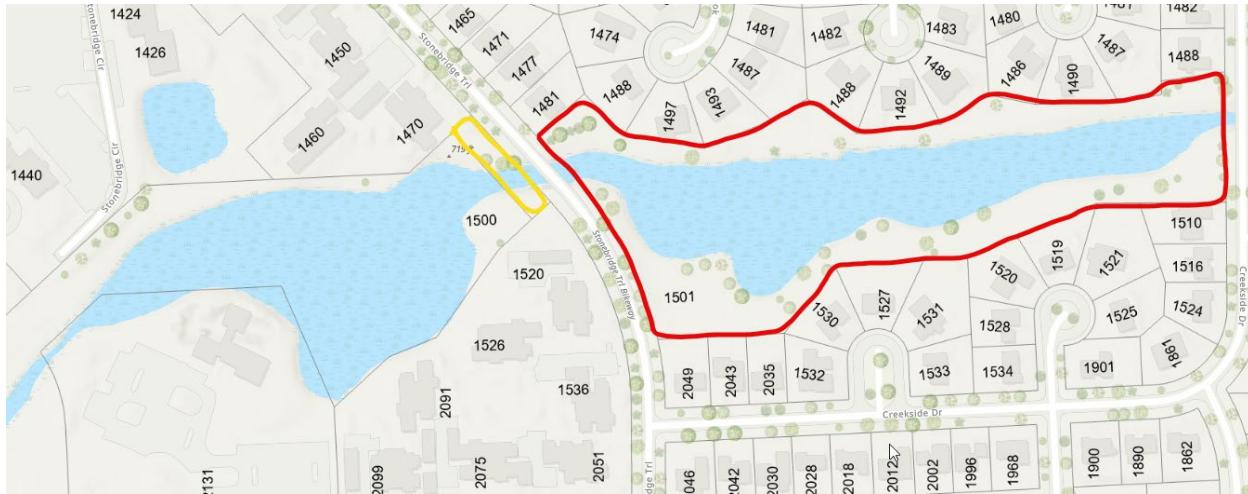
SUBJECT: **Ordinances Authorizing Eminent Domain Proceedings for Two Parcels in the Streams Subdivision, PINs 05-19-409-043 and 05-19-400-012**

Request

Approve the ordinances authorizing eminent domain proceedings to acquire fee simple title to two parcels (East Lake and Alpine Century parcel) in the Streams Subdivision.

Background

In the City's continuing efforts to complete the Streams Lakes Meander project, the City needs to acquire two additional parcels of property – the East Lake, PIN 05-19-409-043 (outlined in red) and the Alpine Century parcel, PIN 05-19-400-012 (outlined in yellow).



Staff has taken considerable measures to locate the owners of the two parcels in order to purchase these properties without success. The East Lake is held in a land trust wherein the trustee bank is no longer in existence, and there is no record of the beneficiaries of the trust. There are no records in the Secretary of State's online database relating to Alpine Century Co. As such, the next step is to institute eminent domain proceedings in DuPage County Circuit Court.

Budget Impact

It is uncertain at this time exactly what the City will have to pay to acquire the parcels. The Court will enter an order in each case determining the amount. Even though the owners cannot be located, it is



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

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

likely that the City will have to deposit any amounts with the Clerk of the Circuit Court to be held in case someone comes forward in the future.

Recommendation

Staff recommends that the City Council approve the ordinances authorizing the institution of eminent domain proceedings for acquisition of the two parcels mentioned above.

ORDINANCE NO. O-2026-XX

**AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH NEGOTIATION, OR IF NEGOTIATIONS ARE UNSUCCESSFUL OR CANNOT BE COMPLETED, BY EMINENT DOMAIN, OF CERTAIN PROPERTY IN THE STREAMS SUBDIVISION FOR PUBLIC PURPOSES BY THE CITY OF WHEATON
(EAST LAKE IN STREAMS SUBDIVISION – 8.373 ACRES, P.I.N. 05-19-409-043)**

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, pursuant to the provisions of Article 11 of the Illinois Municipal Code, the City is authorized to purchase real and personal property for public purposes; and

WHEREAS, the Corporate Authorities deem it advisable and in the public interest, health, safety and welfare to acquire fee simple title to certain real estate located within the City ("Subject Property") for the public purpose of a stream naturalization project which significantly enhances the ecological health of the watershed by restoring a natural flow regime, reestablishing native vegetation, and improving aquatic habitats, which in turn supports biodiversity, reduces the impacts of flooding, improves water quality, and increases the resilience of ecosystems to climate change; and

WHEREAS, the Subject Property is legally described as follows:

Lot 1 in the Streams Unit 1, being a Subdivision in the Southeast Quarter of Section 19, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as Document R69-47226, in DuPage County, Illinois.

PIN: 05-19-409-043 (also see Plat of Survey attached hereto and incorporated herein as Exhibit A); and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the City has obtained minutes of condemnation which identifies the record title owner of the Subject Property to be The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, a copy of said minutes of condemnation being attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the City has taken numerous steps to investigate and track down the record title owner of the Subject Property in order to undertake and complete good faith negotiations for the voluntary purchase of the Subject Property, but notwithstanding said efforts, to date has been unable to locate the record title owner (see Affidavit of City Attorney Dawn C. Didier attached hereto and incorporated herein as Exhibit C).

WHEREAS, the City has obtained an appraisal and other information on the Subject Property, and based thereon has determined a valuation for acquisition of the Subject Property which it believes to represent a fair and justified amount to be offered to the record title owner; and

WHEREAS, the City desires to adopt this Ordinance in order to authorize acquisition of the Subject Property through either negotiation if the voluntary purchase and sale can be successfully completed based on the appraisal and other information obtained by the City, or by eminent domain if the Subject Property cannot be voluntarily acquired through negotiation with the record title owner.

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 hereby adopted and incorporated as if fully set forth herein.

Section 2: It is necessary and desirable that the Subject Property be acquired in fee simple by the City by negotiated purchase, and if unsuccessful and/or the record title owner of the Subject Property cannot be located, by eminent domain as authorized in 65 ILCS 5/11-74.4-4 for the purpose as set forth hereinabove.

Section 3: The City Manager, City Attorney and appropriate staff are hereby authorized to take the necessary steps to acquire fee simple title to the Subject property by negotiation, and if negotiations are unsuccessful and/or the record title owner cannot be located, by eminent domain.

Section 4: To date, the City has been unable to negotiate with the record title holder owner as neither the record title owner nor any beneficiaries were able to be located, even after a diligent search (as described in Exhibit C attached hereto).

Section 5: All ordinances or resolutions or parts thereof in conflict with these provisions are to the extent of such conflict repealed.

Section 6: 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:

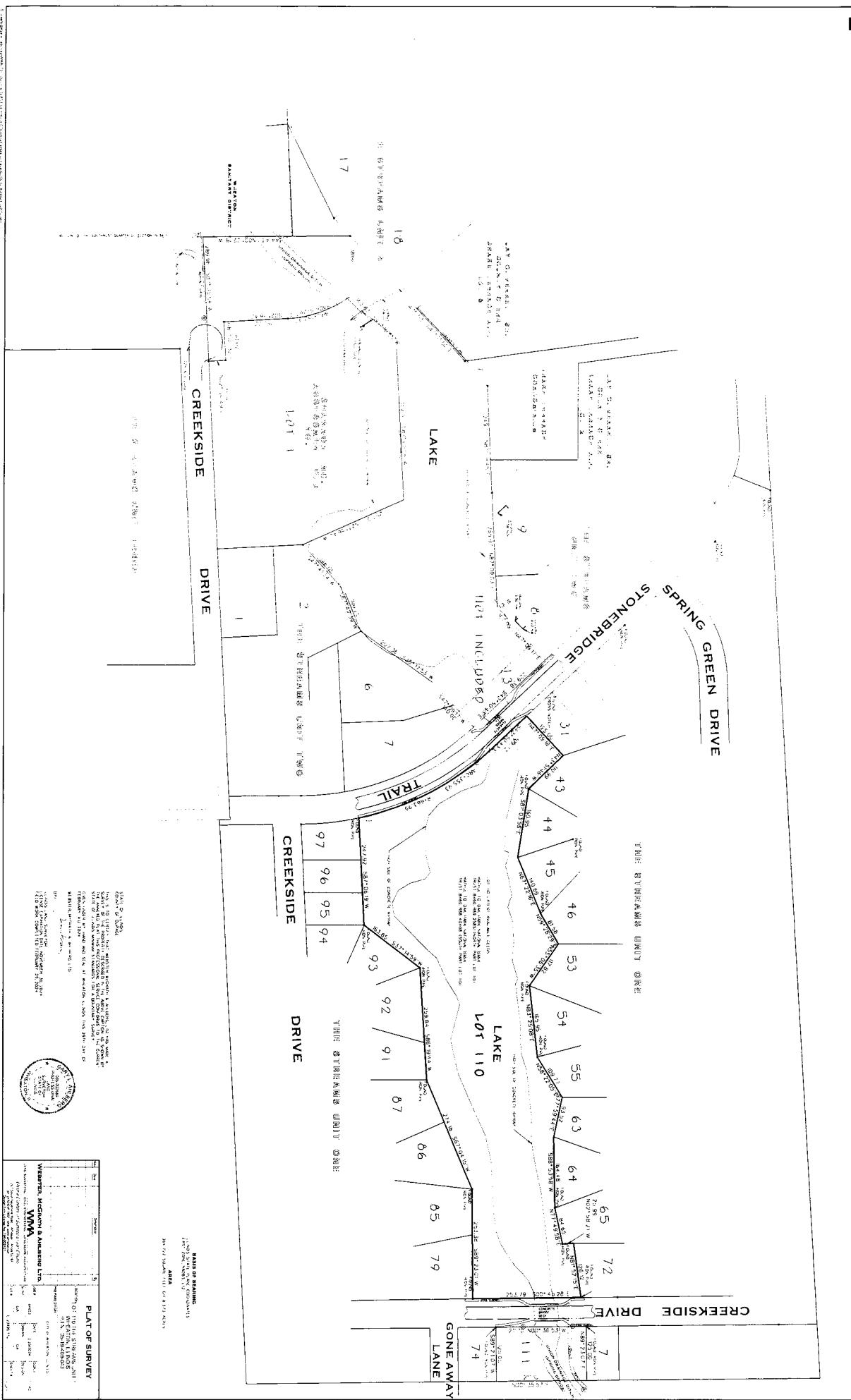
Absent:

Passed:

Published:

EXHIBIT A

PLAT OF SURVEY





First American

**Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)**

**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
 Issuing Office: 27775 Diehl Road, Warrenville, IL 60555
 Title E-mail: fcl.searchpackage.il@firstam.com
 Escrow E-mail: figures.il@firstam.com
 Commitment Number: 3177681
 Issuing Office File Number: 3177681
 Property Address: Vacant Land, Creekside Drive, Wheaton, IL 60189
 Revision Number:

SCHEDULE A

1. Commitment Date: April 10, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
 Proposed Insured: the City of Wheaton
 Proposed Amount of Insurance: \$1,000.00
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460
5. The Land is described as follows:
 See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Christian Poulsen

Authorized Signatory

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SCHEDULE B, PART I—Requirements

Commitment No.: 3177681

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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SCHEDULE B, PART II—Exceptions

Commitment No.: 3177681

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year 2023, 2024 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-409-043

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Note for informational purposes 2022 taxes:

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2023)
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2023)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. Easements for sewer, as shown on the plat of subdivision recorded as document R69-47226.
(Affects -- see recorded plat for particulars)
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Grant of Easement to Wheaton Sanitary District, DuPage County, Illinois for main outfall sanitary sewer recorded as document no. 602101, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
Notice of Easement Rights made by The Wheaton Sanitary District, recorded August 04, 1993 as document R93-171842.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and as disclosed on the plat of subdivision, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
14. Grant of Easement to Commonwealth Edison Company for underground cable right recorded as document no. R71-42140, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)

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15. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
16. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the Spring Brook which may flow on or through the land.
18. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.
19. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:
 - A. Upon institution of the contemplated proceedings, a notice of condemnation in proper form should be placed of record.
 - B. The following persons are necessary parties to any such proceedings:
 - i. **the City of Wheaton, as Party Plaintiff**
 - ii. **The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, as record owner of the land sought to be condemned.**
 - iii. Illinois Bell Telegraph Company, by reason of exception no. 10.
 - iv. **the Wheaton Sanitary District, by reason of exception nos. 11, 12, 15 and 16.**
 - v. **the City of Wheaton, by reason of exception no. 13.**
 - vi. **Commonwealth Edison Company, by reason of exception no. 14.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties

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by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

EXHIBIT A

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 110 in THE STREAMS UNIT ONE, being a subdivision of part of the East half of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as document R69-47226, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Creekside Drive
Wheaton, IL 60189

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Kenneth D. DeGiorgio, President

By:

Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

AFFIDAVIT OF DAWN C. DIDIER

I, Dawn C. Didier, being first duly sworn, deposes and states as follows:

1. I am of legal age and under no legal disabilities. I have personal knowledge of the facts contained herein. If called upon and sworn as a witness, I could competently and truthfully testify to the facts stated herein.

2. I am the City Attorney for the City of Wheaton ("City").

3. I am familiar with a parcel of property located in the Streams Subdivision, P.I.N. 05-19-409-043 ("Subject Property"), legally described as follows:

Lot 1 in the Streams Unit 1, being a Subdivision in the Southeast Quarter of Section 19, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as Document R69-47226, in DuPage County, Illinois.

4. The City is interested in acquiring the Subject Property in fee simple for naturalization and stormwater management purposes as is more fully described in the Ordinance to which this Affidavit is attached.

5. In order to acquire the Subject Property, I took the following steps to locate the owner thereof for the purpose of negotiating a purchase:

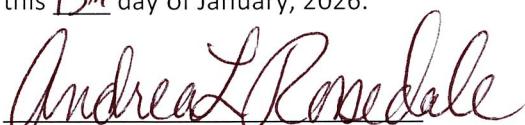
- a. In 2020, the former attorney for the City ordered a tract search on the Subject Property, which that the Subject Property is titled in Oak Park National Bank, as Trustee under the provisions of a trust agreement dated the 19th day of July 1968, known as Trust Number 8460.
- b. I conducted an internet search and learned that Oak Park National Bank no longer exists.
- c. On June 6, 2023, I contacted the FDIC, Division of Resolution & Receivership, who advised that Oak Park National Bank changed its name to First Bank of Oak Park, which then failed and was acquired by U.S. Bank National Association in 2006.
- d. As suggested by the representative of the FDIC, Division of Resolution & Receivership, I performed a search in FDICbankfind, the results of which confirmed that First Bank of Oak Park's successor was U.S. Bank National Association (see printout of search attached hereto and incorporated herein as Exhibit 1).
- e. Thereafter, I googled the address of Oak Park National Bank and learned that U.S. Bank was still operating at the same location in Oak Park. I called U.S. Bank and spoke with a representative in the Trust Department. The representative stated that U.S. Bank became successor trustee for Oak Park National Bank's land trusts for a short while and then Chicago Title Land Trust Company became trustee.

- f. I then contacted Chicago Title who advised that they searched their files and do not have any records for the Subject Property or the trust. They told me to reach back out to U.S. Bank, which I did.
- g. U.S. Bank's law division did some research and also could not find this trust; they said that land trusts are only active for 8-10 years and need to be renewed after that.
- h. U.S. Bank further advised that NorthStar Trust Company also became successor trustee to some of U.S. Bank's land trusts. In 2014, NorthStar was acquired by GreatBanc Trust Company. In January 2024, I reached out to GreatBanc and never received a response. (See email string attached hereto and incorporated herein as Exhibit 2.)
- i. In April 2024, I ordered Minutes of Condemnation from First American Title Company, which showed the record title owner of the Subject Property as Oak Park National Bank, as Trustee under the provisions of a trust agreement dated the 19th day of July 1968, known as Trust Number 8460. (See Minutes of Condemnation attached hereto and incorporated herein as Exhibit 3.) In October 2025, I ordered updated Minutes of Condemnation from First American Title Company, which verified that the record title owner of the Subject Property is still Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460. (See updated Minutes of Condemnation attached hereto and incorporated herein as Exhibit 4.)
- j. On September 5, 2025, I checked the records for DuPage County Recorder of Deeds and Supervisor of Assessments. There have been no documents recorded against the Subject Property showing a change of ownership. Likewise, the Assessor's Office shows the owner as Oak Park Natl Bank 8460.

FURTHER AFFIANT SAYETH NOT.


 Dawn C. Didier
 City Attorney

Subscribed and sworn to before me
 this 13th day of January, 2026.


 Andrea L. Rosedale
 Notary Public



First Bank of Oak Park



Institution Details

Data as of 06/02/2023

Institution Closed
Merged or acquired on 01/01/2006
without government assistance

FDIC Cert #
1801

Established
05/06/1922

Bank Charter Class
State Chartered Banks, not member of
the Federal Reserve System (FRS)

Primary Federal Regulator
Federal Deposit Insurance Corporation

Main Office Address
11 West Madison Street
Oak Park, IL 60302

Financial Information
[Create financial reports for this
institution](#)

Consumer Assistance
[HelpWithMyBank.gov](#)

Contact the FDIC
[Questions about Bank Information](#)

Succeeding Institution

U.S. Bank National Association
Cert - 6548



FDIC Insured
Since 01/01/1934

[Click to View Succeeding Institution](#)

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

[Locations](#)

[History](#)

[Institution Profile](#)

[Other Names](#)

11 Historical Events

Results

25 ▾



Re: land trust

From Dawn Didier <ddidier@wheaton.il.us>
 Date Wed 1/10/2024 3:03 PM
 To Olson, Greg <greg.olson@usbank.com>

Thank you for taking time to look into this. I will definitely reach out to GreatBanc Trust Company. I was not aware that land trusts have to be renewed.

Dawn C. Didier

City Attorney
 City of Wheaton
 www.wheaton.il.us
 630-260-2013

From: Olson, Greg <greg.olson@usbank.com>
Sent: Wednesday, January 10, 2024 2:52 PM
To: Dawn Didier <ddidier@wheaton.il.us>
Subject: FW: land trust

You don't often get email from greg.olson@usbank.com. [Learn why this is important](#)

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Hii Dawn, I have tried to track this one down but unfortunately I am coming up empty. Please see the below response from our Law Division.

That said, I recall that a company named Northstar Trust Company became successor trustee after U.S. Bank, who then transferred these land trusts to Chicago Title. My research reflects that Northstar was acquired by GreatBanc Trust Company in 2014.

Try reaching out to GreatBanc Trust Company: <https://www.greatbanctrust.com/>

Sorry that I can't be of more assistance.

Greg Olson
 Vice President | Global Corporate Trust and Custody
 O: 651-466-5351 | greg.olson@usbank.com

U.S. Bank
 West Side Flats St Paul
 60 Livingston Ave Ste 100, Saint Paul, MN 55107 | EP-DM-SFRE | usbank.com

From: Escobedo, Jeanne M <jeanne.escobedo@usbank.com>
Sent: Wednesday, January 10, 2024 2:29 PM
To: Olson, Greg <greg.olson@usbank.com>
Subject: RE: land trust

I don't think I got back to you on this one. I reviewed and can't find anything on this (even in our listing of former accounts). Land trusts are only active for about 8-10 years before they need to be renewed. So, it is unclear as to whether this property is still in a land trust. We sold the land trust business back in 2010. Therefore, I can't be sure we acquired this one from Oak Park. I even checked with my contact at Chicago Title, and they found nothing as well. Sorry

Jeanne

Jeanne Escobedo, Assistant Vice President | Paralegal Manager
Office phone: 651-466-8059 | jeanne.escobedo@usbank.com
Remote: Monday & Tuesday
Office: Wednesday through Friday -- 8 to 4 p.m.

U.S. Bank
U.S. Bank Center - St. Paul
 Trust Law Division
 1200 Energy Park Drive St. Paul, MN 55108 | EP-MN-S8LT – Trust Legal
www.usbank.com

From: Olson, Greg <greg.olson@usbank.com>
Sent: Monday, January 8, 2024 2:34 PM
To: Trust Legal Research Requests Shared <trustlegal.researchrequests@usbank.com>
Cc: Escobedo, Jeanne M <jeanne.escobedo@usbank.com>
Subject: FW: land trust

Hi Jeanne,

Please take a look at Chicago Title's respond to the City of Wheaton regarding a land trust. Any recommendations on how to respond to the City now that Chicago Title land Trust has pointed them back to us?

Greg Olson

Vice President | Global Corporate Trust and Custody

O: 651-466-5351 | greg.olson@usbank.com

U.S. Bank

West Side Flats St Paul

60 Livingston Ave Ste 100, Saint Paul, MN 55107 | EP-DM-SFRE | usbank.com

From: Dawn Didier <ddidier@wheaton.il.us>

Sent: Monday, January 8, 2024 2:02 PM

To: Olson, Greg <greg.olson@usbank.com>

Subject: [EXTERNAL] Fw: land trust

[WARNING] Use caution when opening attachments or links from unknown senders.

Hi Greg,

I'm back. Please see emails from Chicago Title Land Trust Company below regarding the property I was inquiring about previously. They told me to circle back with you. Can you provide any further assistance?

Dawn

Dawn C. Didier

City Attorney

City of Wheaton

www.wheaton.il.us

630-260-2013

From: Beyer, Kelli <Kelli.Beyer@CTT.com>

Sent: Monday, January 8, 2024 12:55 PM

To: Dawn Didier <ddidier@wheaton.il.us>

Subject: RE: land trust

You don't often get email from kelli.beyer@ctt.com. [Learn why this is important](#)

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Dawn,

If we did not receive the trust file, then US Bank would be the one to handle this as they are the successor institution to the institution that was trustee. As stated previously, we only take on open trust accounts when we acquire a portfolio. Without a trust file, we have no idea who the owner was or who would be able to direct us to even issue a deed. I recommend reaching back out to US Bank and let them know that this trust was not one Chicago Title acquired.

Sincerely,

Kelli A. Wyzykowski

Trust Counsel

Chicago Title Land Trust Company | 10 S. LaSalle St., Ste. 2750 . Chicago, IL 60603

Tel: 312.223.4134 | Fax: 312.223.4139

Toll free number: 888.878.7856

kelli.beyer@ctt.com | www.ctlandtrust.com

 Visit us on Facebook [CTLTC](#)

Three KEY BENEFITS of Land Trusts: Internet Privacy / Estate Planning / Liability Protection

For the best possible service, we recommend initial inquiries by telephone or email. Our general inbox can be reached at [landtrust@ctt.com%20]landtrust@ctt.com where your inquiry will be directed to a staff member.

If an in-person meeting is necessary, please contact us in advance to make an appointment. Unscheduled visits to our offices will increase your wait time.

You can schedule an appointment by calling or e-mailing a Trust Officer directly. Contact information is on our website: www.ctlandtrust.com/Contact-Us

Our office hours are Monday-Friday, 8:30 a.m. – 4:30 p.m.

From: Dawn Didier <ddidier@wheaton.il.us>

Sent: Monday, January 8, 2024 12:40 PM

To: CTLTC <ctlc@ctt.com>

Cc: Beyer, Kelli <Kelli.Beyer@CTT.com>

Subject: Re: land trust

You don't often get email from ddidier@wheaton.il.us. [Learn why this is important](#)
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Thank you!

Dawn C. Didier
City Attorney
City of Wheaton
www.wheaton.il.us
630-260-2013

From: CTLTC <ctlc@ctt.com>
Sent: Monday, January 8, 2024 12:38 PM
To: Dawn Didier <ddidier@wheaton.il.us>
Cc: Beyer, Kelli <Kelli.Beyer@CTT.com>
Subject: RE: land trust

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Hi Dawn,

Our counsel Kelli Beyer is being looped in on this message. She might be able provide more insight on what the next steps may look like if the title is still in trust and we don't have a file.

Thanks!

From: Dawn Didier <ddidier@wheaton.il.us>
Sent: Monday, January 8, 2024 12:28 PM
To: CTLTC <ctlc@ctt.com>
Subject: Re: land trust

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Oh, I'm so sad. Do you have any suggestions on what steps I can take from here to find out what happened to this trust? Like I said in the original email, the DuPage County, IL Recorder of Deeds shows that title is still in that land trust. I'm at a loss.

Dawn C. Didier
City Attorney
City of Wheaton
www.wheaton.il.us
630-260-2013

From: CTLTC <ctlc@ctt.com>
Sent: Monday, January 8, 2024 12:23 PM
To: Dawn Didier <ddidier@wheaton.il.us>
Subject: RE: land trust

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Hi Dawn,

We are the successor trustee to Oak Park National Bank/First Bank of Oak Park/Park National Bank portfolio if the account was open at the time of successorship. We typically do not acquire closed accounts. Again, we could not find anything with the trust number/date provided.

From: Dawn Didier <ddidier@wheaton.il.us>
Sent: Monday, January 8, 2024 12:14 PM
To: CTLTC <ctlc@ctt.com>
Subject: Re: land trust

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hmmm, what about the email from US Bank? I was so hopeful that I was finally going to find the current owner.

Dawn C. Didier
City Attorney
City of Wheaton
www.wheaton.il.us
630-260-2013

From: CTLTC <ctlc@ctt.com>
Sent: Monday, January 8, 2024 12:11 PM
To: Dawn Didier <ddidier@wheaton.il.us>
Subject: RE: land trust

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Hi Dawn,

After checking our system, **we do not have a trust # 8460 dated July 19, 1968. Additionally, nothing could be found with the provided pin #.** Should you need to guarantee title, you may want to contact a title company for title services. If you have any more information about this property, we will be happy to look into it further!

Thanks!

From: Dawn Didier <ddidier@wheaton.il.us>

Sent: Monday, January 8, 2024 11:55 AM

To: CTLTC <ctlc@ctt.com>

Subject: Fw: land trust

You don't often get email from ddidier@wheaton.il.us. [Learn why this is important](#)

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Good morning,

Please see email chain below. The City of Wheaton is looking to purchase a piece of property in Wheaton, which is apparently titled in Chicago Title Land Trust Company now. Any help and information you can provide would be greatly appreciated. Thank you for anticipated cooperation in this matter.

Dawn

Dawn C. Didier

City Attorney

City of Wheaton

www.wheaton.il.us

630-260-2013

From: Olson, Greg <greg.olson@usbank.com> on behalf of SF Mortgage Research Group Shared <sfmortgageresearch@usbank.com>

Sent: Friday, January 5, 2024 2:31 PM

To: Dawn Didier <ddidier@wheaton.il.us>

Subject: RE: land trust

You don't often get email from sfmortgageresearch@usbank.com. [Learn why this is important](#)

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Good Afternoon Dawn,

I apologize for all of the hoops that you have had to jump through to reach our department. U.S. Bank became successor trustee for these "land trusts" for a short period of time, and a company named Chicago Title Land Trust Company succeeded U.S. Bank as trustee.

Our contact at Chicago Title for land trust properties is: ctlc@ctt.com

Regards,

Greg Olson

Vice President | Global Corporate Trust and Custody

O: 651-466-5351 | greg.olson@usbank.com

U.S. Bank

West Side Flats St Paul

60 Livingston Ave Ste 100, Saint Paul, MN 55107 | EP-DM-SFRE | usbank.com

From: Dawn Didier <ddidier@wheaton.il.us>

Sent: Friday, January 5, 2024 11:32 AM

To: SF Mortgage Research Group Shared <sfmortgageresearch@usbank.com>

Subject: [EXTERNAL] land trust

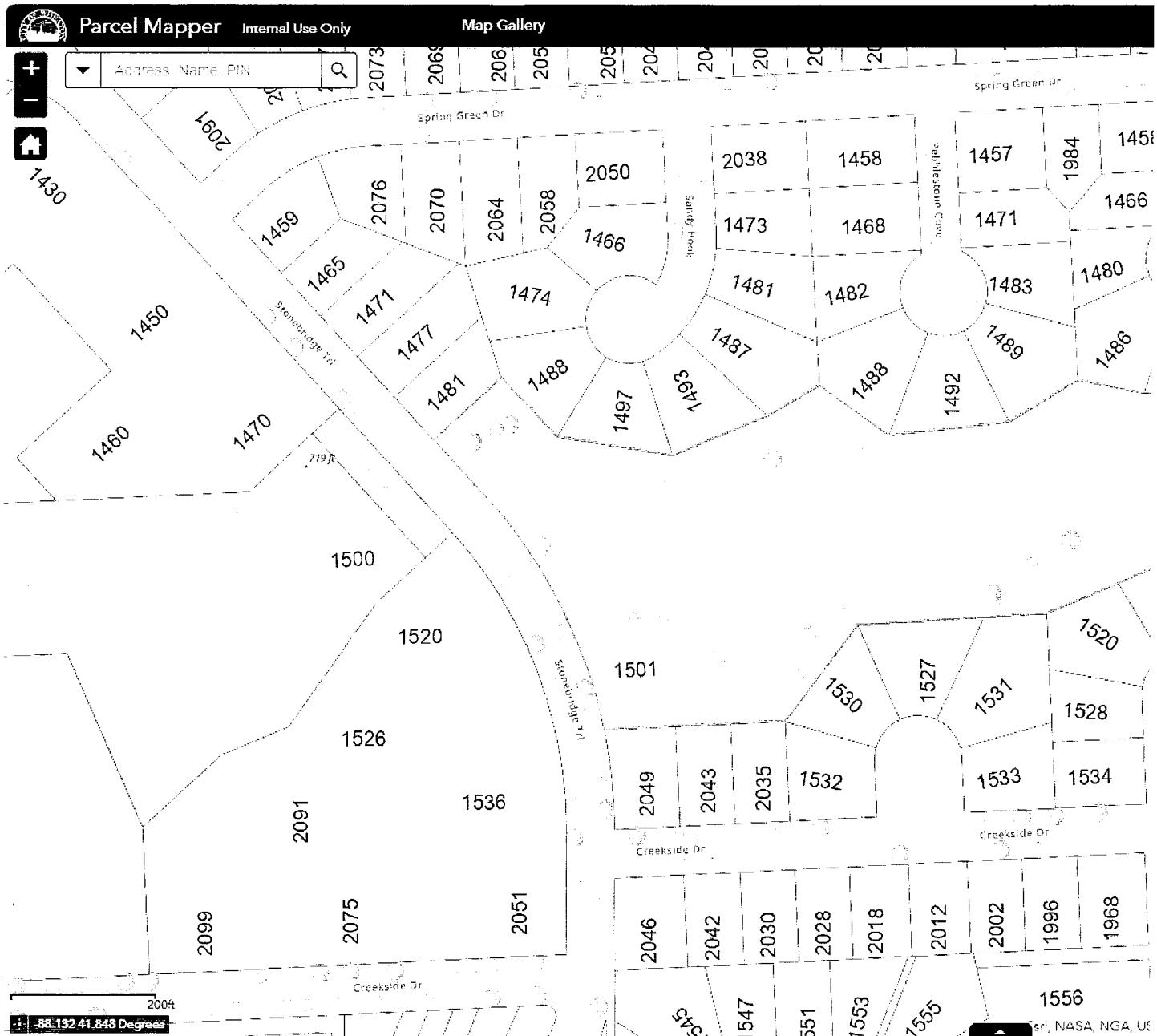
[WARNING] Use caution when opening attachments or links from unknown senders.

Hello,

I am the attorney for the City of Wheaton, Illinois. There is a piece of property located in Wheaton, IL (PIN 05-19-409-043; there is no common address) that has a lake on it (outlined in blue below) that the City of Wheaton is trying to purchase. The DuPage County Recorder of Deeds shows that the property is title in Oak Park National Bank, as Trustee under the provisions of a trust agreement dated the 19th day of July, 1968, known as Trust Number 8460 (attached are copies of deeds). The successor to Oak Park National Bank was First Bank of Oak Park. Then I believe the successor after that was Park National Bank. Then US Bank acquired that bank in 2009. Hence, the reason I am reaching out to US Bank now. (I did call the US Bank branch at the same location as the original bank - 11 W. Madison St., Oak Park, IL, who transferred me to a general US Bank

number, who transferred me to the "Trust Department" as he called it, and that person gave me this email address). There is no mortgage on the property.

I'm trying to figure out if land trusts get transferred by a defunct bank to the successor bank or banks. Does US Bank have this trust/is the legal owner of this property? I have contacted the FDIC also, which led me to US Bank. The City wants to purchase the property so we need to determine who the legal owner is now. Thank you for any assistance you can provide me. If you are unable to, can you let me know that too? Or please let me know if you need additional information.



Dawn C. Didier

City Attorney

City of Wheaton

www.wheaton.il.us

630-260-2013

PUBLIC RECORD

subject to disclosure.
U.S. BANCORP made the following annotations

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 27775 Diehl Road, Warrenville, IL 60555
Title E-mail: fcl.searchpackage.il@firstam.com
Escrow E-mail: figures.il@firstam.com
Commitment Number: 3177681
Issuing Office File Number: 3177681
Property Address: Vacant Land, Creekside Drive, Wheaton, IL 60189
Revision Number:

SCHEDULE A

1. Commitment Date: April 10, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: the City of Wheaton
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Christian Poulsen

Authorized Signatory

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SCHEDULE B, PART I—Requirements

Commitment No.: 3177681

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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SCHEDULE B, PART II—Exceptions

Commitment No.: 3177681

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year 2023, 2024 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-409-043

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Note for informational purposes 2022 taxes:

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2023)
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2023)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. Easements for sewer, as shown on the plat of subdivision recorded as document R69-47226.
(Affects -- see recorded plat for particulars)
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Grant of Easement to Wheaton Sanitary District, DuPage County, Illinois for main outfall sanitary sewer recorded as document no. 602101, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)

Notice of Easement Rights made by The Wheaton Sanitary District, recorded August 04, 1993 as document R93-171842.

12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and as disclosed on the plat of subdivision, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
14. Grant of Easement to Commonwealth Edison Company for underground cable right recorded as document no. R71-42140, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)

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15. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
16. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the Spring Brook which may flow on or through the land.
18. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.
19. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:
 - A. Upon institution of the contemplated proceedings, a notice of condemnation in proper form should be placed of record.
 - B. The following persons are necessary parties to any such proceedings:
 - i. **the City of Wheaton, as Party Plaintiff**
 - ii. **The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, as record owner of the land sought to be condemned.**
 - iii. Illinois Bell Telegraph Company, by reason of exception no. 10.
 - iv. **the Wheaton Sanitary District, by reason of exception nos. 11, 12, 15 and 16.**
 - v. **the City of Wheaton, by reason of exception no. 13.**
 - vi. **Commonwealth Edison Company, by reason of exception no. 14.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties

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by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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EXHIBIT A

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 110 in THE STREAMS UNIT ONE, being a subdivision of part of the East half of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as document R69-47226, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Creekside Drive
Wheaton, IL 60189

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Kenneth D. DeGiorgio, President

By:

Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title™

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 27775 Diehl Road, Warrenville, IL 60555
Title E-mail: fcl.searchpackage.il@firstam.com
Escrow E-mail: figures.il@firstam.com
Commitment Number: 3177681
Issuing Office File Number: 3177681
Property Address: Vacant Land, Creekside Drive, Wheaton, IL 60189
Revision Number: Dec. 09, 2025

SCHEDULE A

1. Commitment Date: October 10, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: the City of Wheaton
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Christian Poulsen

Authorized Signatory

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SCHEDULE B, PART I—Requirements

Commitment No.: 3177681

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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SCHEDULE B, PART II—Exceptions

Commitment No.: 3177681

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year , 2025 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-409-043

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Note for informational purposes 2024 taxes:

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2025)
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2025)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. Easements for sewer, as shown on the plat of subdivision recorded as document R69-47226. (Affects -- see recorded plat for particulars)
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Grant of Easement to Wheaton Sanitary District, DuPage County, Illinois for main outfall sanitary sewer recorded as document no. 602101, and the terms and conditions contained therein. (Affects -- see recorded document for particulars)
Notice of Easement Rights made by The Wheaton Sanitary District, recorded August 04, 1993 as document R93-171842.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and as disclosed on the plat of subdivision, and the terms and conditions contained therein. (Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein. (Affects -- see recorded document for particulars)
14. Grant of Easement to Commonwealth Edison Company for underground cable right recorded as document no. R71-42140, and the terms and conditions contained therein. (Affects -- see recorded document for particulars)

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15. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
16. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the Spring Brook which may flow on or through the land.
18. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.
19. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:
 - A. Upon institution of the contemplated proceedings, a notice of condemnation in proper form should be placed of record.
 - B. The following persons are necessary parties to any such proceedings:
 - i. **the City of Wheaton, as Party Plaintiff**
 - ii. **The Oak Park National Bank, as Trustee under the Provisions of a Trust Agreement dated July 19, 1968, known as Trust Number 8460, as record owner of the land sought to be condemned.**
 - iii. Illinois Bell Telegraph Company, by reason of exception no. 10.
 - iv. **the Wheaton Sanitary District, by reason of exception nos. 11, 12, 15 and 16.**
 - v. **the City of Wheaton, by reason of exception no. 13.**
 - vi. **Commonwealth Edison Company, by reason of exception no. 14.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties

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by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.
3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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EXHIBIT A

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 110 in THE STREAMS UNIT ONE, being a subdivision of part of the East half of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1969 as document R69-47226, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Creekside Drive
Wheaton, IL 60189

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

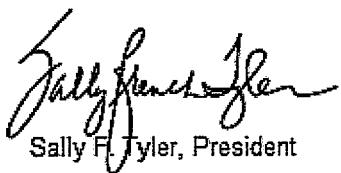
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President
Lisa W. Comehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ORDINANCE NO. O-2026-XX

**AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH NEGOTIATION, OR IF NEGOTIATIONS ARE UNSUCCESSFUL OR CANNOT BE COMPLETED, BY EMINENT DOMAIN, OF CERTAIN PROPERTY IN THE STREAMS SUBDIVISION FOR PUBLIC PURPOSES BY THE CITY OF WHEATON
(.263 ACRES, P.I.N. 05-19-400-012)**

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, pursuant to the provisions of Article 11 of the Illinois Municipal Code, the City is authorized to purchase real and personal property for public purposes; and

WHEREAS, the Corporate Authorities deem it advisable and in the public interest, health, safety and welfare to acquire fee simple title to certain real estate located within the City ("Subject Property") for the public purpose of a stream naturalization project which significantly enhances the ecological health of the watershed by restoring a natural flow regime, reestablishing native vegetation, and improving aquatic habitats, which in turn supports biodiversity, reduces the impacts of flooding, improves water quality, and increases the resilience of ecosystems to climate change; and

WHEREAS, the Subject Property is legally described as follows:

LOT 13 IN THE STREAMS UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1, 1971 AS DOCUMENT R71-23273, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-19-400-012 (also see Plat of Survey attached hereto and incorporated herein as Exhibit A); and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the City has obtained minutes of condemnation which identifies the record title owner of the Subject Property to be Alpine Century Co., which acquired the Subject Property through a tax deed dated August 24, 1987, a copy of said minutes of condemnation being attached hereto and incorporated herein as Exhibit B, and a copy of the tax deed attached hereto and incorporated herein as Exhibit C; and

WHEREAS, the City has taken numerous steps to investigate and track down the record title owner of the Subject Property in order to undertake and complete good faith negotiations for the voluntary purchase of the Subject Property, but notwithstanding said efforts, to date has been unable to locate the record title owner (see Affidavit of City Attorney Dawn C. Didier attached hereto and incorporated herein as Exhibit D).

WHEREAS, the City has obtained an appraisal and other information on the Subject Property, and based thereon has determined a valuation for acquisition of the Subject Property which it believes to represent a fair and justified amount to be offered to the record title owner; and

WHEREAS, the City desires to adopt this Ordinance in order to authorize acquisition of the Subject Property through either negotiation if the voluntary purchase and sale can be successfully

completed based on the appraisal and other information obtained by the City, or by eminent domain if the Subject Property cannot be voluntarily acquired through negotiation with the record title owner.

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 hereby adopted and incorporated as if fully set forth herein.

Section 2: It is necessary and desirable that the Subject Property be acquired in fee simple by the City by negotiated purchase, and if unsuccessful and/or the record title owner of the Subject Property cannot be located, by eminent domain as authorized in 65 ILCS 5/11-74.4-4 for the purpose as set forth hereinabove.

Section 3: The City Manager, City Attorney and appropriate staff are hereby authorized to take the necessary steps to acquire fee simple title to the Subject Property by negotiation, and if negotiations are unsuccessful and/or the record title owner cannot be located, by eminent domain.

Section 4: To date, the City has been unable to negotiate with the record title owner as neither the record title owner was able to be located, even after a diligent search (as described in Exhibit D attached hereto).

Section 5: All ordinances or resolutions or parts thereof in conflict with these provisions are to the extent of such conflict repealed.

Section 6: 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

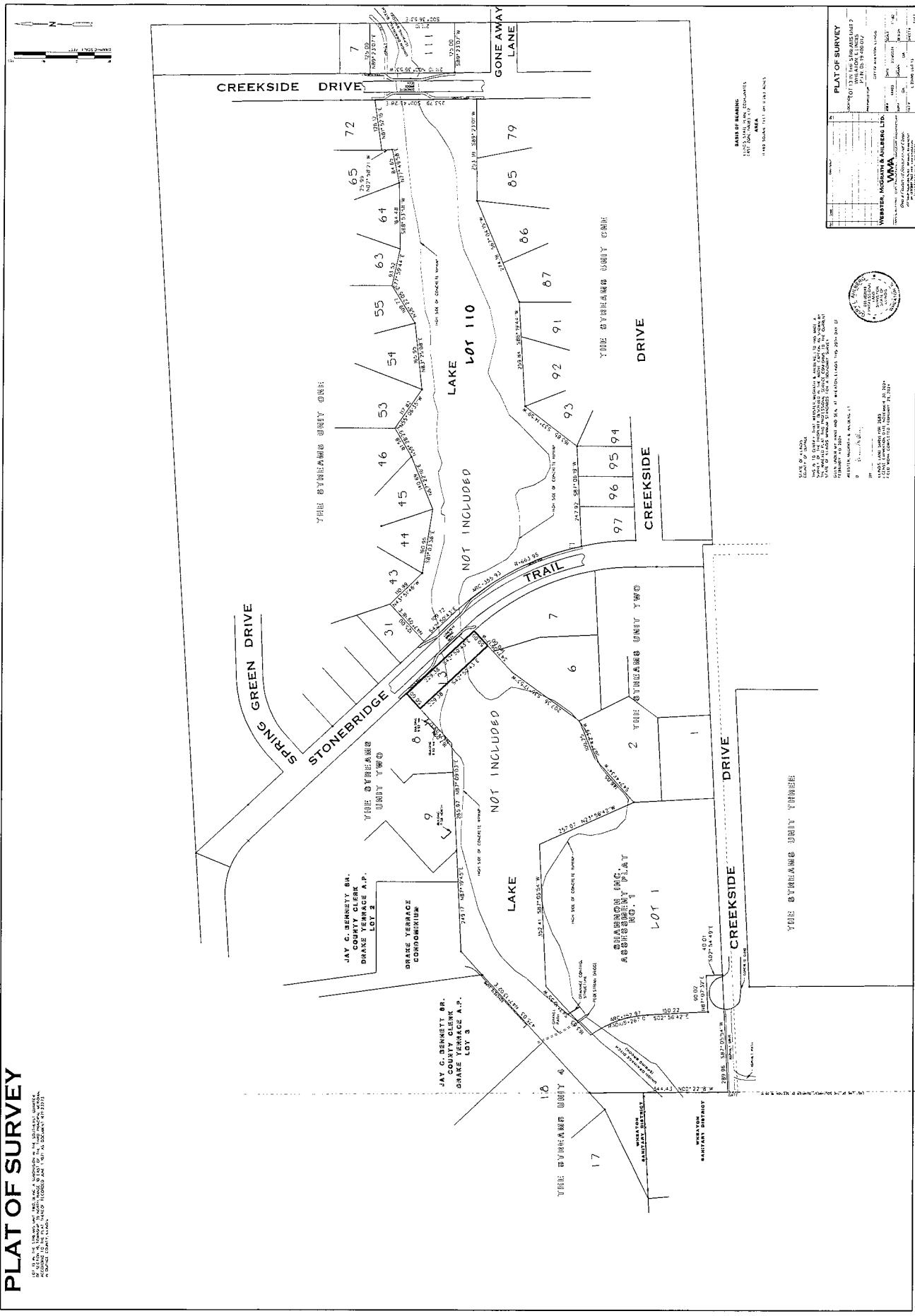
Roll Call Vote

Ayes:
Nays:
Absent:

Passed:

Published:

EXHIBIT A





First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 27775 Diehl Road, Warrenville, IL 60555
Title E-mail: fcl.searchpackage.il@firstam.com
Escrow E-mail: figures.il@firstam.com
Commitment Number: 3177682
Issuing Office File Number: 3177682
Property Address: Vacant Land, Stonebridge Trail, Wheaton, IL 60187
Revision Number:

SCHEDULE A

1. Commitment Date: April 12, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: the City of Wheaton
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Alpine Century Co.
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Christian Poulsen

Authorized Signatory

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SCHEDULE B, PART I—Requirements

Commitment No.: 3177682

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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SCHEDULE B, PART II—Exceptions

Commitment No.: 3177682

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year 2023, 2024 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-400-012

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Note for informational purposes 2022 taxes:

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2023)
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2023)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. The rights of tenants in possession under leases pursuant to the provisions of the Federal and State statutes regarding the rights of tenants.
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Covenants, conditions and restrictions contained in the plat of subdivision recorded June 1, 1971 as document no. R71-23273 relating to among other things:building restrictions.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
14. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
15. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
16. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.

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17. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:

- A. Upon institution of the contemplated proceedings, a notice of foreclosure in proper form should be placed of record.
- B. The following persons are necessary parties to any such proceedings:
 - i. **the City of Wheaton, as Party Plaintiff**
 - ii. **Alpine Century Co., as record owner of the land being sought to be condemned**
 - iii. **Illinois Bell Telephon Company, by reason of exception no. 10.**
 - iv. **Commonwealth Edison Company, by reason of exception no. 10.**
 - v. **Northern Illinois Gas Company, by reason of exception no. 10.**
 - vi. **Wheaton Sanitary District, by reason of exception nos. 12, 14 and 15.**
 - vii. **the City of Wheaton, by reason of exception no. 13.**
 - viii. **the rights of tenants, by reason of exception no. 9.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.

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3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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EXHIBIT A

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 13 in THE STREAMS UNIT 2 in the Southeast quarter of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1971 as document R71-23273, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Stonebridge Trail
Wheaton, IL 60187

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Chapter 1200
PARAGRAPH 749 & 752
ILLINOIS REVISED STATUTES

RECORDER
DU PAGE COUNTY

D. L. Denney

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT
DU PAGE COUNTY

84 TXD 1 Sub 44 **TAX DEED — # 7550**

WHEREAS, At a public sale of Real Estate for the non-payment of taxes, made in the County aforesaid, on December 11 1984, the following described

Real Estate was sold, to wit:

Lot 13 in the Streams Unit 2 in Southeast 1/4 of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian according to plat thereof recorded 6/1/71 as Document No. R71-23273.

PIN: 05-19-400-012

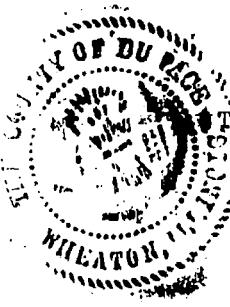
PROVIDED, that unless the holder of this certificate SHALL TAKE OUT SAID DEED, as entitled by law, and FILE THE SAME FOR RECORD WITHIN ONE YEAR from and after the time for redemption expires, the said certificate or deed, and the sale upon which it is based, shall, from and after the expiration of such one year, be absolutely null and void with no right to reimbursement.

AND WHEREAS, the same not having been redeemed from said sale, and it appearing that the holder _____ of the Certificate of Purchase of said Real Estate has complied with the laws of the State of Illinois necessary to entitle them (him, her, or them) to a Deed of said Real Estate.

NOW, THEREFORE, Know Ye, that I, **GARY A. KING**, County Clerk of said County of Du Page in consideration of the premises and by virtue of the statutes of the State of Illinois in such cases, provided, do hereby grant and convey unto ALPINE CENTURY CO.

1090 W. Irving Park Road, Bensenville, IL 60106

Their _____ heirs and assigns forever, the said Real Estate hereinbefore described.



GIVEN under my hand and seal on

August 24, 1987

GARY A. KING
GARY A. KING, County Clerk

PREPARED BY:
421 N. County Farm Road.
Wheaton, IL 60187

Mail to: *Peter A. Lourtos*

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

AFFIDAVIT OF DAWN C. DIDIER

I, Dawn C. Didier, being first duly sworn, deposes and states as follows:

1. I am of legal age and under no legal disabilities. I have personal knowledge of the facts contained herein. If called upon and sworn as a witness, I could competently and truthfully testify to the facts stated herein.

2. I am the City Attorney for the City of Wheaton ("City").

3. I am familiar with a parcel of property located in the Streams Subdivision, P.I.N. 05-19-400-012 ("Subject Property"), legally described as follows:

LOT 13 IN THE STREAMS UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1, 1971 AS DOCUMENT R71-23273, IN DUPAGE COUNTY, ILLINOIS.

4. The City is interested in acquiring the Subject Property in fee simple for naturalization and stormwater management purposes as is more fully described in the Ordinance to which this Affidavit is attached.

5. In order to acquire the Subject Property, I took the following steps to locate the owner thereof for the purpose of negotiating a purchase:

- a. In 2020, the former attorney for the City ordered a tract search on the Subject Property, which showed that the Subject Property is titled to Alpine Century Co.
- b. In April 2023, I undertook the following actions:
 - i. I conducted a search of records of the DuPage County Recorder of Deeds and the Supervisor of Assessments. The Recorder of Deeds' records included a Tax Deed issued to Alpine Century Co., 1090 W. Irving Park Road, Bensenville, IL 60106, dated August 24, 1987. The Assessor's records showed that the tax bill for the tax year 2022 was sent to Alpine Century Co, c/o Diversified Properties, 1098 W. Irving Park Rd., Bensenville, IL 60106 (a copy of the tax bill attached hereto and incorporated herein as Exhibit 1).
 - ii. I checked the Secretary of State's business directory. Alpine Century Co. was not listed in those records. Based on the tax bill, I also searched for Diversified Properties (no records), Diversified Properties, Ltd. (Agent information – Jeff B. Olsen, 1250 N. Rand Rd., Wauconda, IL 60084), and Diversified Properties, Inc. (Agent Information – Marc E. Fuchs, 110 S. Cleveland St., Farmersville, IL 62533 – dissolved on 11-2-87) (see SOS printouts attached hereto and incorporated herein as Exhibit 2).

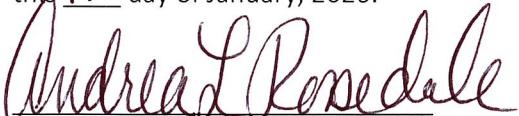
- iii. I then searched the address of 1098 W. Irving Park Road, Bensenville on Google maps and the storefront for that address had a different business name and phone number. I called the phone number and spoke with the owner of that business (R&M Management), and he stated that he had no idea who Alpine Century Co. or Diversified Properties were, and had no information about the Subject Property.
- iv. I googled Marc E. Fuchs (registered agent for Diversified Properties, Inc.). The search revealed that he was an attorney and that he was deceased.
- c. In April 2024, I ordered Minutes of Condemnation from First American Title Company, which showed the record title owner of the Subject Property as Alpine Century Co. (See Minutes of Condemnation attached hereto and incorporated herein as Exhibit 3.) In October 2025, I ordered updated Minutes of Condemnation from First American Title Company, which again showed the record title owner of the Subject Property as being Alpine Century Co. (See updated Minutes of Condemnation attached hereto and incorporated herein as Exhibit 4.)
- d. On September 5, 2025, I checked the records for DuPage County Recorder of Deeds and Supervisor of Assessments again. There have been no documents recorded against the Subject Property showing a change of ownership since the Tax Deed from 1987. Likewise, the Assessor's Office shows the owner as Alpine Century Co.

FURTHER AFFIANT SAYETH NOT.

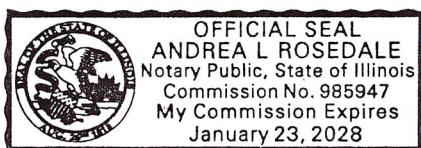


Dawn C. Didier
City Attorney

Subscribed and sworn to before me
this 13th day of January, 2026.



Notary Public



**EXHIBIT 1
2022 Tax**

MAKE CHECK PAYABLE TO: DU PAGE COLLECTOR - SEND THIS COUPON WITH YOUR 1ST INSTALLMENT PAYMENT OF 2022 Tax
 MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203
 PAY ON-LINE AT: www.dupagecounty.gov/treasurer
 SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



05-19-400-012

ALPINE CENTURY CO
C/O DIVERSIFIED PRPRTIES
1098 W IRVING PARK RD
BENSENVILLE IL 60106

1

ON OR BEFORE:	PAY:	U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.
JUN 01, 2023	0.00	
PAYING LATE?	PAY THIS AMOUNT:	PAYMENT OF THIS 2022 TAX BILL AFTER OCTOBER 31, 2023, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.
JUN 2 THRU 30	0.00	
JUL 1 THRU 31	0.00	
AUG 1 THRU 31	0.00	
SEP 1 THRU 30	0.00	
OCT 1 THRU 31	0.00	
NOV 1 THRU 16	0.00	

CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK.

NO PAYMENT WILL BE ACCEPTED AFTER NOV 15, 2023

1051940001205172000000000001

MAKE CHECK PAYABLE TO: DU PAGE COLLECTOR - SEND THIS COUPON WITH YOUR 2ND INSTALLMENT PAYMENT OF 2022 Tax

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203
 PAY ON-LINE AT: www.dupagecounty.gov/treasurer
 SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



05-19-400-012

ALPINE CENTURY CO
C/O DIVERSIFIED PRPRTIES
1098 W IRVING PARK RD
BENSENVILLE IL 60106

2

ON OR BEFORE:	PAY:	U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.
SEP 01, 2023	0.00	
PAYING LATE?	PAY THIS AMOUNT:	PAYMENT OF THIS 2022 TAX BILL AFTER OCTOBER 31, 2023, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.
SEP 2 THRU 30	0.00	
OCT 1 THRU 31	0.00	
* NOV 1 THRU 16	0.00	

CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK.

* INCLUDES \$10 COST SEE BACK OF BILL FOR EXPLANATION

NO PAYMENT WILL BE ACCEPTED AFTER NOV 15, 2023

2051940001205172000000000002

Rate 2021	Tax 2021	Taxing District	Rate 2022	Tax 2022
** COUNTY **				
NO LEVY	0.00	COUNTY OF DU PAGE	0.0828	0.00
NO LEVY	0.00	PENSION FUND	0.0189	0.00
NO LEVY	0.00	HEALTH DEPARTMENT	0.0300	0.00
NO LEVY	0.00	PENSION FUND	0.0111	0.00
NO LEVY	0.00	FOREST PRESERVE DIST	0.1055	0.00
NO LEVY	0.00	PENSION FUND	0.0075	0.00
NO LEVY	0.00	DU PAGE AIRPORT AUTH	0.0139	0.00
** LOCAL **				
NO LEVY	0.00	DU PAGE WATER COMM	NO LEVY	0.00
NO LEVY	0.00	MILTON TOWNSHIP	0.0606	0.00
NO LEVY	0.00	MILTON TWP ROAD	0.0742	0.00
NO LEVY	0.00	PENSION FUND	0.0002	0.00
NO LEVY	0.00	CITY OF WHEATON	0.8379	0.00
NO LEVY	0.00	WHEATON SPEC SERV 3	0.0204	0.00
NO LEVY	0.00	WHEATON PARK DIST	0.5417	0.00
NO LEVY	0.00	PENSION FUND	0.0288	0.00
NO LEVY	0.00	WHEATON SAN DIST	NO LEVY	0.00
NO LEVY	0.00	WHEATON MOSQ DIST	0.0148	0.00
** EDUCATION **				
NO LEVY	0.00	UNIT SCHOOL DIST 200	4.7890	0.00
NO LEVY	0.00	PENSION FUND	0.1139	0.00
NO LEVY	0.00	COLLEGE DU PAGE 502	0.1946	0.00
** TIF **				

Mailed to:	TIF Frozen Value
ALPINE CENTURY CO	Fair Cash Value
C/O DIVERSIFIED	Land Value
PRPRTIES	+ Building Value
1098 W IRVING PARK RD	= Assessed Value
BENSENVILLE IL 60106	x State Multiplier
Property Location:	1.0000
STONEBRIDGE TR	- Equalized Value
WHEATON IL 60189	- Residential Exemption
Township Assessor:	
MILTON	- Senior Exemption
630-653-5220	- Senior Freeze
Tax Code:	
5172	- Disabled Veteran
Property Index Number:	
05-19-400-012	- Disability Exemption
CHANGE OF NAME/ADDRESS: CALL: 630-407-5900	
* S OF A FACTOR 1.0000	
1st INST PAID	- Returning Veteran
2nd INST PAID	Exemption
- Home Improvement	
- Exemption	
- House Abatement	
= Net Taxable Value	
6.9458	x Tax Rate
= Total Tax Due	
0.00	- Less Advance Payment
- Commercial Abatement	
+ PACE Reimbursement	
= Net Due as of 01/04/24	



2022 DuPage County Real Estate Tax Bill
 Gwen Henry, CPA, County Collector
 421 N. County Farm Road
 Wheaton, IL 60187

Office Hours - 8:00 am - 4:30 pm, Mon - Fri
 Telephone = (630) 407-5900

0.0000 0.00 TOTALS 6.9458 0.00

2021 1 Assessed Value 2022 1



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	DIVERSIFIED PROPERTIES, LTD.		
File Number	60523355	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06-02-1999	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	06-08-2023	Annual Report Year	2023
Agent Information	JEFF B OLSEN 1250 N RAND RD WAUCONDA ,IL 60084	Agent Change Date	04-23-2019

[Services and More Information](#)



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	DIVERSIFIED PROPERTIES, INC.		
File Number	53126286	Status	DISSOLVED on 11-02-1987
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06-23-1983	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	1987
Agent Information	MARC E FUCHS 110 S CLEVELAND ST FARMERSVILLE, IL 62533	Agent Change Date	06-23-1983

[Services and More Information](#)



First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 27775 Diehl Road, Warrenville, IL 60555
Title E-mail: fcl.searchpackage.il@firstam.com
Escrow E-mail: figures.il@firstam.com
Commitment Number: 3177682
Issuing Office File Number: 3177682
Property Address: Vacant Land, Stonebridge Trail, Wheaton, IL 60187
Revision Number:

SCHEDULE A

1. Commitment Date: April 12, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: the City of Wheaton
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Alpine Century Co.
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Christian Poulsen

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I—Requirements

Commitment No.: 3177682

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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SCHEDULE B, PART II—Exceptions

Commitment No.: 3177682

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year 2023, 2024 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-400-012

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Note for informational purposes 2022 taxes:

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2023)
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2023)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. The rights of tenants in possession under leases pursuant to the provisions of the Federal and State statutes regarding the rights of tenants.
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Covenants, conditions and restrictions contained in the plat of subdivision recorded June 1, 1971 as document no. R71-23273 relating to among other things: building restrictions.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
14. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
15. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
16. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.

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17. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:

- A. Upon institution of the contemplated proceedings, a notice of foreclosure in proper form should be placed of record.
- B. The following persons are necessary parties to any such proceedings:
 - i. **the City of Wheaton, as Party Plaintiff**
 - ii. **Alpine Century Co., as record owner of the land being sought to be condemned**
 - iii. **Illinois Bell Telephon Company, by reason of exception no. 10.**
 - iv. **Commonwealth Edison Company, by reason of exception no. 10.**
 - v. **Northern Illinois Gas Company, by reason of exception no. 10.**
 - vi. **Wheaton Sanitary District, by reason of exception nos. 12, 14 and 15.**
 - vii. **the City of Wheaton, by reason of exception no. 13.**
 - viii. **the rights of tenants, by reason of exception no. 9.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.

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3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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EXHIBIT A

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 13 in THE STREAMS UNIT 2 in the Southeast quarter of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1971 as document R71-23273, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Stonebridge Trail
Wheaton, IL 60187

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First American

Commitment for Title Insurance
Illinois - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Kenneth D. DeGiorgio, President

By:

Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
 Issuing Office: 27775 Diehl Road, Warrenville, IL 60555
 Title E-mail: fcl.searchpackage.il@firstam.com
 Escrow E-mail: figures.il@firstam.com
 Commitment Number: 3177682
 Issuing Office File Number: 3177682
 Property Address: Vacant Land, Stonebridge Trail, Wheaton, IL 60187
 Revision Number: Dec. 09, 2025

SCHEDULE A

1. Commitment Date: October 09, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
 Proposed Insured: the City of Wheaton
 Proposed Amount of Insurance: \$1,000.00
 The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Alpine Century Co.
5. The Land is described as follows:
 See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Christian Poulsen

Authorized Signatory

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SCHEDULE B, PART I—Requirements

Commitment No.: 3177682

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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Form 50128017 (6-7-22)

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SCHEDULE B, PART II—Exceptions

Commitment No.: 3177682

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. General taxes and assessments for the year , 2025 and subsequent years which are not yet due and payable.

Tax identification no.: 05-19-400-012

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Form 50128017 (6-7-22)

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Note for informational purposes 2024 taxes:

1st Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date June 01, 2025)
2nd Installment in the amount of \$0.00 with a status of NOT BILLED. (Due Date September 01, 2025)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
9. The rights of tenants in possession under leases pursuant to the provisions of the Federal and State statutes regarding the rights of tenants.
10. Terms and conditions of the easement provisions noted on the plat of subdivision.
11. Covenants, conditions and restrictions contained in the plat of subdivision recorded June 1, 1971 as document no. R71-23273 relating to among other things:building restrictions.
12. Grant of Easement to Wheaton Sanitary District for sanitary sewer recorded as document no. R63-40609, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
13. Grant of Easement to the City of Wheaton for storm sewer recorded as document no. R68-9545, and the terms and conditions contained therein.
(Affects -- see recorded document for particulars)
14. The premises in question may be located within the Wheaton Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge a user charge separate from Ad Valorem Taxes, which charges may be a continuing lien on the property. Attention is directed to Ordinance recorded as document R77-108387.
15. Terms, conditions and provisions of Ordinance No. 600 entitled An Ordinance Requiring Payment of User Charges and Connection Permit Fees Upon Transfer of Property recorded January 05, 2016 as document R2016-000852.
16. Loss or damage which the insured may sustain by reason of the fact that all municipal charges relating to the land are not paid to the date of Policy. Such loss or damage includes but is not limited to the inability to obtain water and/or sewer service and municipal revenue stamps.

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17. In order that the title to the land may be insured following completion of the contemplated proceedings to condemn the land the following is noted:

- A. Upon institution of the contemplated proceedings, a notice of foreclosure in proper form should be placed of record.
- B. The following persons are necessary parties to any such proceedings:
 - i. **the City of Wheaton, as Party Plaintiff**
 - ii. **Alpine Century Co., as record owner of the land being sought to be condemned**
 - iii. **Illinois Bell Telephone Company, by reason of exception no. 10.**
 - iv. **Commonwealth Edison Company, by reason of exception no. 10.**
 - v. **Northern Illinois Gas Company, by reason of exception no. 10.**
 - vi. **Wheaton Sanitary District, by reason of exception nos. 12, 14 and 15.**
 - vii. **the City of Wheaton, by reason of exception no. 13.**
 - viii. **the rights of tenants, by reason of exception no. 9.**

Note: In the event any of the parties listed herein are deceased, their heirs or devisees should be made parties by name if known; and if unknown, then by the name and description of "unknown heirs and devisees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of the said necessary parties be living or dead, then such parties should be made parties by name, and such persons as would be their heirs or devisees should also be made parties to the proceedings as "unknown owners".

Note: Any persons whose name(s) are unknown and unascertainable, should be made parties under the description of "unknown owners", unless the contrary is herein indicated.

C. In addition to the foregoing, the following would be necessary parties to the proceeding:

1. All persons acquiring rights in the land subsequent to the date of this commitment and prior to the recording of a proper notice of condemnation.
2. All persons, other than those named herein, known to plaintiff or plaintiff's attorney to have or claim an interest in the land.

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3. All persons who are in possession of said land.
4. Unknown owners, generally.
5. Non-record claimants.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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EXHIBIT A

The Land referred to herein below is situated in the County of DuPage, State of Illinois, and is described as follows:

Lot 13 in THE STREAMS UNIT 2 in the Southeast quarter of Section 19, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1971 as document R71-23273, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as :

Vacant Land, Stonebridge Trail
Wheaton, IL 60187

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

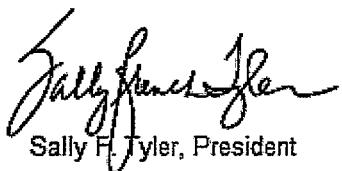
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY



Sally F. Tyler, President



Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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City of Wheaton, IL
Warrant Report
Warrant Number: 912
Warrant Date: 1/20/2026

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		
CARPENTER DEVELOPMENT & CONSTRUCTION SERVICES	REF ESCROW-1419 E FOREST	500.00
DEGROOT CONSTRUCTION COMPANY	REF ESCROW-1300 AURORA WAY	3,500.00
MATTHIES BUILDERS	REF ESCROW-517 N WHEATON	3,500.00
MATTHIES BUILDERS	REF ESCROW-517 WHEATON AVE	10,000.00
WATERMAN BROTHERS CONSTRUCTION	REF ESCROW-111 S PIERCE	500.00
Total Org: 100 - General Fund		\$18,000.00
Org: 11000010 - Mayor and City Council		
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	58.83
Total Org: 11000010 - Mayor and City Council		\$58.83
Org: 11212000 - Boards and Commissions		
PADDOCK PUBLICATIONS	LEGAL NOTICES	96.60
STEPHEN A LASER ASSOC PC	POLICE CANDIDATE TESTING	2,400.00
Total Org: 11212000 - Boards and Commissions		\$2,496.60
Org: 11500010 - City Manager's Office		
DUPAGE COUNTY RECORDER	RECORDING FEES	91.00
DUPAGE COUNTY RECORDER	RECORDING FEES	134.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	58.84
Total Org: 11500010 - City Manager's Office		\$283.84
Org: 12000010 - Finance		
BRIAN EBALO	REIMB-MILEAGE	20.37
GOVOLUTION LLC	CREDIT CARD FEES-DECEMBER	560.45
PAYMENTECH LLC	CREDIT CARD FEES-DECEMBER	560.97
PAYMENTECH LLC	CREDIT CARD FEES-DECEMBER	1,017.15
PAYMENTECH LLC	CREDIT CARD FEES-DECEMBER	2,355.03
PAYMENTECH LLC	CREDIT CARD FEES-DECEMBER	5,312.82
POINT & PAY, LLC	CREDIT CARD FEES-NOVEMBER	50.00
DBA POINT & PAY	CREDIT CARD FEES-NOVEMBER	3,729.41
POINT & PAY, LLC	CREDIT CARD FEES-NOVEMBER	176.51
DBA POINT & PAY	MONTHLY COPIER LEASE	2,000.00
TOSHIBA FINANCIAL SERVICES	POSTAGE	
Total Org: 12000010 - Finance		\$15,782.71
Org: 12500010 - Human Resources		

Vendor Name	Description	Amount
FRONTLINE PUBLIC SAFETY SOLUTIONS	PERFORMANCE TRACKER SOFTWARE	10,716.30
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	58.83
Total Org: 12500010 - Human Resources		\$10,775.13
Org: 13000015 - Information Technology		
CDW GOVERNMENT INC	CISCO MAINTENANCE	205.15
CDW GOVERNMENT INC	PRINTER DRUM	170.22
CDW GOVERNMENT INC	SECURITY SOFTWARE	2,097.28
CDW GOVERNMENT INC	TONER	95.53
CDW GOVERNMENT INC	TONER	129.97
CDW GOVERNMENT INC	TONER	148.88
CDW GOVERNMENT INC	TONER	307.46
CDW GOVERNMENT INC	TONER	420.96
HEARTLAND BUSINESS SYSTEMS LLC	SECURITY NETWORK CONSULTING	500.00
HEARTLAND BUSINESS SYSTEMS LLC	SECURITY NETWORK CONSULTING	562.50
INFINITY TECHNOLOGIES INC	CAMERA REPAIRS	210.00
KEITH DARBY	REIMB-MEETING EXPENSES	32.90
STEINER ELECTRIC COMPANY	UPS SERVICE CONTRACT RENEWAL	3,390.00
TYLER TECHNOLOGIES INC	LUCITY INTERFACE CREDIT	-8,800.00
TYLER TECHNOLOGIES INC	MUNIS ERP SOFTWARE LICENSE	45,959.51
Total Org: 13000015 - Information Technology		\$45,430.36
Org: 14000010 - Planning & Economic Develop		
DUPAGE CONVENTION & VISITORS BUREAU	ANNUAL MEMBERSHIP DUES	10,000.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	98.12
Total Org: 14000010 - Planning & Economic Develop		\$10,098.12
Org: 14500010 - Engineering		
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	58.84
Total Org: 14500010 - Engineering		\$58.84
Org: 15000010 - Building and Code Enforcement		
B & F CONSTRUCTION CODE SERVICES INC	BUILDING INSPECTIONS-NOVEMBER	680.80
B & F CONSTRUCTION CODE SERVICES INC	BUILDING INSPECTIONS-OCTOBER	968.00
CROSS RHODES REPROGRAPHIC	DOCUMENT SCANNING	724.99
LAKESIDE CONSULTANTS	BUILDING INSPECTIONS-NOVEMBER	5,550.00
LAKESIDE CONSULTANTS	PLAN REVIEWS-NOVEMBER	1,596.00
MAINTSTAR INC	SOFTWARE LICENSE	3,675.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	98.11
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION	MONTHLY ACCESS FEES-DECEMBER	125.00
Total Org: 15000010 - Building and Code Enforcement		\$13,417.90
Org: 15540000 - Buildings & Grounds		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	69.25
GRAYBAR ELECTRIC CO INC	BALLASTS	195.58
NICOR GAS	GAS	240.46

Vendor Name	Description	Amount
NICOR GAS	GAS	1,255.52
SNOW SYSTEMS INC	SNOW REMOVAL	395.00
SNOW SYSTEMS INC	SNOW REMOVAL	1,185.00
Total Org: 15540000 - Buildings & Grounds		\$3,375.39
Org: 15540020 - Police Station Maintenance		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
FOX TOWN PLUMBING INC	PLUMBING REPAIRS	153.00
NICOR GAS	GAS	2,400.17
SNOW SYSTEMS INC	SNOW REMOVAL	805.00
SNOW SYSTEMS INC	SNOW REMOVAL	2,415.00
Total Org: 15540020 - Police Station Maintenance		\$5,807.75
Org: 15540031 - Fire Station #38 Maintenance		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
FOX TOWN PLUMBING INC	PLUMBING REPAIRS	374.00
GRAYBAR ELECTRIC CO INC	BALLASTS	27.94
NICOR GAS	GAS	980.16
SUNBELT RENTALS	SCISSOR LIFT RENTAL	332.48
Total Org: 15540031 - Fire Station #38 Maintenance		\$1,749.16
Org: 15540032 - Fire Station #39 Maintenance		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
NICOR GAS	GAS	358.19
SUNBELT RENTALS	SCISSOR LIFT RENTAL	83.12
Total Org: 15540032 - Fire Station #39 Maintenance		\$475.89
Org: 15540033 - Fire Station #37 Maintenance		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
FOX TOWN PLUMBING INC	PLUMBING REPAIRS	262.00
GRAYBAR ELECTRIC CO INC	BALLASTS	55.88
NICOR GAS	GAS	625.84
SUNBELT RENTALS	SCISSOR LIFT RENTAL	83.12
Total Org: 15540033 - Fire Station #37 Maintenance		\$1,061.42
Org: 15540040 - PW Building Maintenance		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
NICOR GAS	GAS	1,407.25
SUNBELT RENTALS	SCISSOR LIFT RENTAL	166.28
WEBMARC DOORS	DOOR REPAIR	425.80
Total Org: 15540040 - PW Building Maintenance		\$2,033.91
Org: 16010020 - Police Administrative		
AXON ENTERPRISE INC	BODY WORN CAMERAS ANNUAL CONTRACT	9,646.20
AXON ENTERPRISE INC	BODY WORN CAMERAS ANNUAL CONTRACT	82,353.80
AXON ENTERPRISE INC	BODY WORN CAMERAS LICENSES	660.00
AXON ENTERPRISE INC	IN-SQUAD CAMERAS	43,224.24
AXON ENTERPRISE INC	SOFTWARE RENEWAL	7,750.60

Vendor Name	Description	Amount
BONTERRA TECH LLC DBA BONTERRA	SOCIAL WORKER SOFTWARE	5,066.40
CLARK BECKLEY DBA YOUR STORY COUNSELING PC	OFFICER WELLNESS SCREENING	2,805.00
DUPAGE CO CHIEFS OF POLICE ASSOCIATION	ANNUAL MEMBERSHIP DUES	275.00
ILLINOIS LAW ENFORCEMENT ADMINISTRATIVE	ANNUAL MEMBERSHIP DUES	75.00
INTOXIMETERS INC	BREATHALYZER SUPPLIES	145.00
LEXIPOL LLC	SUBSCRIPTION RENEWAL	23,117.40
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	78.57
Total Org: 16010020 - Police Administrative		\$175,197.21
 Org: 16050220 - Police Support Services		
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	176.50
Total Org: 16050220 - Police Support Services		\$176.50
 Org: 16052020 - Police Investigative Services		
CRASH DATA SERVICES LLC	DIGITAL FORENSIC RECOVERY	1,500.00
DUPAGE CO CHIEFS OF POLICE ASSOCIATION	ANNUAL MEMBERSHIP DUES	275.00
DUPAGE COUNTY SENIOR POLICE MANAGEMENT ASSOCIATION	ANNUAL MEMBERSHIP DUES	250.00
FALON ADAMS	REIMB-TRAINING EXPENSES	14.50
ILLINOIS PUBLIC SAFETY AGENCY NETWORK	COMPUTER SOFTWARE	672.00
MAGNET FORENSICS LLC	FORENSIC SOFTWARE	13,484.00
MID-STATES ORGANIZED CRIME INFORMATION CENTER	ANNUAL MEMBERSHIP DUES	250.00
RUSSELL TANZILLO	REIMB-TRAINING EXPENSES	14.50
T-MOBILE USA INC	SUBPOENA PROCESSING	50.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	78.57
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION	MONTHLY ACCESS FEES-DECEMBER	245.10
Total Org: 16052020 - Police Investigative Services		\$16,833.67
 Org: 16053020 - Traffic Patrol Services		
ADAM WELTE	REIMB-TRAINING EXPENSES	14.50
ALPHAGRAPHICS	PRINTING-BUSINESS CARDS	42.46
BRIAN WAGNER	REIMB-TRAINING EXPENSES	14.50
CARLOS PLIEGO	REIMB-TRAINING EXPENSES	14.50
CDS OFFICE TECHNOLOGIES DBA CDS OFFICE SYSTEMS	MDT PARTS	1,390.04
COLLEGE OF DUPAGE	POLICE TRAINING	149.00
DEREK HOOTS	REIMB-TRAINING EXPENSES	14.50
DUPAGE CO CHIEFS OF POLICE ASSOCIATION	ANNUAL MEMBERSHIP DUES	275.00
DUPAGE COUNTY SENIOR POLICE MANAGEMENT ASSOCIATION	ANNUAL MEMBERSHIP DUES	375.00
EVAN TSCHIDA	REIMB-TRAINING EXPENSES	32.77
ILLINOIS LAW ENFORCEMENT ADMINISTRATIVE	ANNUAL MEMBERSHIP DUES	75.00
IVAN LICHVAN	REIMB-TRAINING EXPENSES	73.30
JENN SALES CORPORATION DBA SPECIAL T UNLIMITED	RECRUIT ACADEMY UNIFORMS	900.00
JUSTIN ISAAC	REIMB-TRAINING EXPENSES	32.77
LAW ENFORCEMENT TRAINING LLC	ANNUAL MEMBERSHIP DUES	3,450.00

Vendor Name	Description	Amount
NORTH EAST MULTI REGIONAL TRAINING	POLICE TRAINING	100.00
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	9.90
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	15.00
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	20.00
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	78.92
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	439.75
RAYMOND O'HERRON CO INC	UNIFORM ALLOWANCE	513.63
SONESACKSITH SIRIPANYA	REIMB-TRAINING EXPENSES	14.50
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	78.57
VETALIY LORD	REIMB-TRAINING EXPENSES	158.64
Total Org: 16053020 - Traffic Patrol Services		\$8,282.25

Org: 16053120 - Police General Services

ROBERT J ERICKSON DBA SCIENTIFIC WILDLIFE MANAGEMENT	ANIMAL CONTROL FEES-DECEMBER	600.00
Total Org: 16053120 - Police General Services		\$600.00

Org: 16560031 - Fire Administrative

COMCAST	EMS COMMUNICATIONS	10.50
COMCAST	EMS COMMUNICATIONS	59.13
DUPAGE COUNTY FIRE CHIEF'S ASSOCIATION	ANNUAL MEMBERSHIP DUES	50.00
IL FIRE CHIEF'S ASSOC	ANNUAL MEMBERSHIP DUES	550.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	514.00
TARGETSOLUTIONS LEARNING, LLC	ANNUAL TRAINING SOFTWARE	5,330.00
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	78.57
Total Org: 16560031 - Fire Administrative		\$6,592.20

Org: 16562000 - Firefighting/Investigation

DINGES PARTNERS GROUP LLC DBA DINGES FIRE COMPANY	UNIFORM ALLOWANCE	1,262.50
IL MUTUAL INSURANCE CO	DISABILITY INSURANCE	396.73
IL MUTUAL INSURANCE CO	DISABILITY INSURANCE	870.91
KNOX COMPANY	BRACKETS RETURNED	-320.00
KNOX COMPANY	KNOX BOX SERVICE	1,298.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	21.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	39.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	44.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	48.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	73.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	88.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	93.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	100.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	104.00

Vendor Name	Description	Amount
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	156.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	159.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	181.00
ON TIME EMBROIDERY INC DBA THE LOCKER SHOP	UNIFORM ALLOWANCE	267.00
Total Org: 16562000 - Firefighting/Investigation		\$4,881.14
Org: 16563000 - Fire Communications		
FIRE COM	HEADSET REPAIR	490.00
Total Org: 16563000 - Fire Communications		\$490.00
Org: 16564000 - Homeland Security		
MIRION TECHNOLOGIES (CANBERRA) INC	RADIATION DETECTOR	1,703.28
SAFEWARE INC	EV BLANKET, BATTERY DISPOSAL	3,913.12
Total Org: 16564000 - Homeland Security		\$5,616.40
Org: 16565000 - Medical/Rescue Services		
BOUND TREE MEDICAL LLC	EMS SUPPLIES	1,723.78
METRO PARAMEDIC SERVICES INC	PARAMEDIC SERVICES-JANUARY	213,736.43
Total Org: 16565000 - Medical/Rescue Services		\$215,460.21
Org: 17010040 - Public Works Administrative		
KOREY DAY	REIMB-CDL RENEWAL	65.00
KYLE YOCUM	REIMB-CDL RENEWAL	61.35
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	78.57
Total Org: 17010040 - Public Works Administrative		\$204.92
Org: 17031720 - Traffic Signs and Lines		
ROBERT NAKIELNY DBA INDEPENDENT SIGN LLC	WELCOME TO WHEATON SIGNS	4,877.00
Total Org: 17031720 - Traffic Signs and Lines		\$4,877.00
Org: 17031721 - Street Lights & Traffic Signal		
AEP ENERGY	ELECTRICITY	6.90
COMMONWEALTH EDISON	ELECTRICITY	29.92
COMMONWEALTH EDISON	ELECTRICITY	47.28
COMMONWEALTH EDISON	ELECTRICITY	65.81
COMMONWEALTH EDISON	ELECTRICITY	72.70
COMMONWEALTH EDISON	ELECTRICITY	87.68
COMMONWEALTH EDISON	ELECTRICITY	109.62
COMMONWEALTH EDISON	ELECTRICITY	148.50
COMMONWEALTH EDISON	ELECTRICITY	192.33
CONSTELLATION NEWENERGY	ELECTRICITY	6.38
CONSTELLATION NEWENERGY	ELECTRICITY	11.42
CONSTELLATION NEWENERGY	ELECTRICITY	35.67
CONSTELLATION NEWENERGY	ELECTRICITY	142.49
CONSTELLATION NEWENERGY	ELECTRICITY	411.73

Vendor Name	Description	Amount
CONSTELLATION NEWENERGY	ELECTRICITY	441.21
CONSTELLATION NEWENERGY	ELECTRICITY	6,036.34
CONSTELLATION NEWENERGY	ELECTRICITY	7,078.27
CONSTELLATION NEWENERGY	ELECTRICITY	8,058.98
ELECTRICAL RESOURCE MANAGEMENT, INC.	LED STREETLIGHT FIXTURES	6,405.00
H & H ELECTRIC CO	TRAFFIC SIGNAL MAINTENANCE	46,985.40
TERRACYCLE REGULATED WASTE LLC	BULB CRUSHING	1,292.50
Total Org: 17031721 - Street Lights & Traffic Signal		\$77,666.13
Org: 17031722 - Snow and Ice Control		
PRECISE MOBILE RESOURCE MANAGEMENT LLC	GPS DATA TRACKING	190.00
SNOW SYSTEMS INC	SNOW REMOVAL	6,875.00
SNOW SYSTEMS INC	SNOW REMOVAL	19,675.00
Total Org: 17031722 - Snow and Ice Control		\$26,740.00
Org: 17031723 - Street & Sidewalk Maintenance		
UTILITY TRANSPORT SERVICE INC	LEAF HAULING	2,400.00
UTILITY TRANSPORT SERVICE INC	LEAF HAULING	14,400.00
Total Org: 17031723 - Street & Sidewalk Maintenance		\$16,800.00
Org: 18015000 - Wireless Alarm Network		
CHICAGO METROPOLITAN FIRE PREVENTION COMPANY	FIRE ALARM SERVICE CALL	175.00
Total Org: 18015000 - Wireless Alarm Network		\$175.00
Org: 18020000 - Local Admin Adjudication		
DACRA ADJUDICATION SYSTEMS	ADJUDICATION SOFTWARE-DECEMBER	2,054.09
DBA DACRA TECH LLC		
ROBBINS SCHWARTZ NICHOLAS LIFTON & TAYLOR	ADJUDICATION HEARING SERVICES-DECEMBER	850.00
DBA ROBBINS SCHWARTZ		
Total Org: 18020000 - Local Admin Adjudication		\$2,904.09
Org: 18050130 - Senior Citizens Programs		
HOUSING ASSISTANCE	COMMUNITY ASSISTANCE	10,090.00
Total Org: 18050130 - Senior Citizens Programs		\$10,090.00
Total Fund: 100 - General Fund		\$704,492.57
Fund: 232 - State Forfeiture Fund		
Org: 23208000 - State Article36 Seizure Revenu		
ILLINOIS STATE POLICE	ARTICLE 36 FINE COLLECTION	700.00
Total Org: 23208000 - State Article36 Seizure Revenu		\$700.00
Org: 23280010 - State Article36 Seizure Expens		
DELUXE TOWING INC	POLICE TOWING CHARGES	165.00
RAPID TRANSPORT TOWING INC	POLICE TOWING CHARGES	165.00
Total Org: 23280010 - State Article36 Seizure Expens		\$330.00
Total Fund: 232 - State Forfeiture Fund		\$1,030.00

Vendor Name	Description	Amount
Fund: 400 - Capital Projects Fund		
Org: 40085010 - Capital Projects Expense		
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING INC	2025 R,S,W MATERIAL TESTING	2,473.00
ELECTRICAL RESOURCE MANAGEMENT, INC.	LED STREETLIGHT FIXTURES	75,000.00
NARDULLI CONSTRUCTION COMPANY INC	2025 CONCRETE PANEL REPLACEMENT PROJECT	128,392.20
V3 COMPANIES OF ILLINOIS LTD	ENGINEERING SERVICES-HIGH KBOB RETAINING WALL	221.51
Total Org: 40085010 - Capital Projects Expense		\$206,086.71
Total Fund: 400 - Capital Projects Fund		
Fund: 500 - Water Fund		
Org: 500 - Water Fund		
MCGINTY BROS INC	REF-HYDRANT METER DEPOSIT	627.79
Total Org: 500 - Water Fund		\$627.79
Org: 50055045 - Water Building Maintenance		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	34.58
NICOR GAS	GAS	98.01
NICOR GAS	GAS	238.86
NICOR GAS	GAS	796.78
Total Org: 50055045 - Water Building Maintenance		\$1,168.23
Org: 50070010 - Water Administrative		
THIRD MILLENNIUM ASSC INC	WATER/SEWER BILL PRINTING-DECEMBER	1,712.51
TOSHIBA FINANCIAL SERVICES	MONTHLY COPIER LEASE	78.57
Total Org: 50070010 - Water Administrative		\$1,791.08
Org: 50070220 - Water Distribution		
HD SUPPLY INC	TEFLON TAPE	114.18
DBA USA BLUE BOOK		
MIDWEST METER INC	WATER METERS	4,322.56
O'LEARY'S CONTRACTORS EQUIPMENT & SUPPLY INC	GENERATOR, WATER PUMP	3,070.00
POLLARDWATER	GREASE	438.00
VULCAN MATERIALS COMPANY	GRAVEL	780.82
DBA VULCAN CONSTRUCTION MATERIALS LLC		
VULCAN MATERIALS COMPANY	GRAVEL	1,638.06
DBA VULCAN CONSTRUCTION MATERIALS LLC		
WW GRAINGER INC	ELECTRICAL TAPE	197.00
WW GRAINGER INC	RAKES	129.34
Total Org: 50070220 - Water Distribution		\$10,689.96
Org: 50070230 - Water Supply		
COMMONWEALTH EDISON	ELECTRICITY	249.14
COMMONWEALTH EDISON	ELECTRICITY	531.18
COMMONWEALTH EDISON	ELECTRICITY	1,871.75
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	1,580.74
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	3,666.63

Vendor Name	Description	Amount
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	4,592.50
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	6,165.82
HACH COMPANY	CHLORINE ANALYZER	3,645.00
HACH COMPANY	PH SENSOR	1,748.75
HACH COMPANY	WATER ANALYZER CONTROLLER	2,768.00
HAWKINS INC	CHLORINE	10.00
Total Org: 50070230 - Water Supply		\$26,829.51

Org: 50085000 - Water Capital Projects

THOMAS ENGINEERING GROUP LLC	ENGINEERING SERVICES-UTILITY IMPROVEMENTS	4,639.23
Total Org: 50085000 - Water Capital Projects		\$4,639.23

Total Fund: 500 - Water Fund

\$45,745.80

Fund: 510 - Sanitary Sewer Fund

Org: 51070010 - Sanitary Sewer Administrative

THIRD MILLENNIUM ASSC INC	WATER/SEWER BILL PRINTING-DECEMBER	856.25
Total Org: 51070010 - Sanitary Sewer Administrative		\$856.25

Org: 51070420 - Sanitary Sewer Maintenance

COMMONWEALTH EDISON	ELECTRICITY	44.49
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	228.98
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	300.04
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	308.71
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	445.71
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	493.10
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	717.66
NICOR GAS	GAS	1.29
NICOR GAS	GAS	2.12
NICOR GAS	GAS	59.89
NICOR GAS	GAS	66.98
NICOR GAS	GAS	169.14
WINCAN LLC	SEWER INSPECTION SOFTWARE RENEWAL	5,520.00
Total Org: 51070420 - Sanitary Sewer Maintenance		\$8,358.11

Org: 51085000 - Sanitary Sewer Capital Projects

RJN GROUP INC	BASIN 3 & 4 DISCHARGE IMPROVEMENTS	8,330.95
THOMAS ENGINEERING GROUP LLC	ENGINEERING SERVICES-UTILITY IMPROVEMENTS	2,843.40
Total Org: 51085000 - Sanitary Sewer Capital Projects		\$11,174.35

Total Fund: 510 - Sanitary Sewer Fund

\$20,388.71

Fund: 515 - Storm Sewer Fund

Org: 51570010 - Storm Sewer Administrative

THIRD MILLENNIUM ASSC INC	WATER/SEWER BILL PRINTING-DECEMBER	856.25
Total Org: 51570010 - Storm Sewer Administrative		\$856.25

Vendor Name	Description	Amount
Org: 51570440 - Storm Sewer Maintenance		
CORE & MAIN LP	SEWER FITTINGS	2,699.70
CORE & MAIN LP	SEWER PIPE	2,241.96
CORE & MAIN LP	STRUCTURE SEALS	1,750.00
WELCH BROS INC	SEWER STRUCTURES	3,251.67
WINCAN LLC DBA PIPELINE ANALYTICS	SEWER INSPECTION SOFTWARE RENEWAL	5,520.00
Total Org: 51570440 - Storm Sewer Maintenance		\$15,463.33
Total Fund: 515 - Storm Sewer Fund		\$16,319.58
Fund: 520 - Parking Fund		
Org: 52030000 - Commuter Parking		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	69.16
NICOR GAS	GAS	243.60
SNOW SYSTEMS INC	SNOW REMOVAL	1,750.00
SNOW SYSTEMS INC	SNOW REMOVAL	5,250.00
Total Org: 52030000 - Commuter Parking		\$7,312.76
Org: 52040000 - Downtown Parking		
CHEM-WISE PEST MGMT INC	MONTHLY PEST CONTROL-DECEMBER	40.00
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	1,330.39
DYNEGY ENERGY SERVICES INC LLC	ELECTRICITY	1,835.61
Total Org: 52040000 - Downtown Parking		\$3,206.00
Total Fund: 520 - Parking Fund		\$10,518.76
Fund: 600 - Fleet Services Fund		
Org: 60070647 - Fleet Services Expense		
AL WARREN OIL CO INC	DIESEL FUEL	1,866.10
AL WARREN OIL CO INC	FUEL TANK RELOCATION	300.00
AL WARREN OIL CO INC	GASOLINE	3,195.40
BC AUTO BODY SHOP INC	TRUCK REPAIRS #43	1,553.00
BUMPER TO BUMPER WHEATON	FILTER #930	51.84
BUMPER TO BUMPER WHEATON	REFRIGERANT	295.00
CHICAGO PARTS & SOUND LLC	BATTERIES	204.16
CHICAGO PARTS & SOUND LLC	FUEL INJECTORS #351	250.74
CINTAS CORP	TOWELS	7.80
CINTAS CORP	UNIFORM SERVICE	71.75
CLARK DIETZ INC	ENGINEERING SERVICES-FUEL ISLAND RENOVATION	2,420.00
CONFIDENTIAL SERVICE PROGRAM	STICKER RENEWAL #301	151.00
CONFIDENTIAL SERVICE PROGRAM	TITLE, TRANSFER #341	190.00
CROWNE INDUSTRIES INC	FUEL ISLAND RENOVATION	29,700.00
CROWNE INDUSTRIES INC	FUEL ISLAND RENOVATION	220,500.00
FLEET SAFETY SUPPLY	VEHICLE UPFITTING #341	7,256.90
FLEET SAFETY SUPPLY	VEHICLE UPFITTING #351	8,718.22
FLEET SAFETY SUPPLY	VEHICLE UPFITTING #352	11,615.49
FLEET SAFETY SUPPLY	VEHICLE UPFITTING #357	12,238.77

Vendor Name	Description	Amount
FLEET SAFETY SUPPLY	VEHICLE UPFITTING #363	2,837.68
HAGGERTY FORD	BOLT #300	17.05
HAGGERTY FORD	BOLTS #300	22.46
HAGGERTY FORD	BOLTS #45	5.50
HAGGERTY FORD	CAB LOCK RELEASE	25.05
HAGGERTY FORD	CORE CREDIT	-500.00
HAGGERTY FORD	GASKET #300	8.55
HAGGERTY FORD	GASKET KIT #44	8.87
HAGGERTY FORD	GASKETS #300	9.40
HAGGERTY FORD	GASKETS, SEAL ASSEMBLY #300	54.30
HAGGERTY FORD	GUIDE #300	32.31
HAGGERTY FORD	IGNITION COILS	298.65
HAGGERTY FORD	OXYGEN SENSOR #45	61.62
HAGGERTY FORD	SEALS #300	26.04
HAGGERTY FORD	SPARK PLUGS, IGNITION COIL #351	100.48
HAGGERTY FORD	TENSIONER, GASKET, COVER #300	138.77
HAGGERTY FORD	TIMING CHAIN, WATER PUMP ASSEMBLY, CAMSHAFTS #300	1,022.61
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #10	860.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #10	903.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #10-SERVICE CREDIT	-903.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #11	995.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #12	880.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #12	923.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #12-SERVICE CREDIT	-923.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #13	920.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #13	963.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #13-SERVICE CREDIT	-963.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #14	850.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #14	893.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #15	855.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #15	898.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #15-SERVICE CREDIT	-898.20
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING #17	970.40
INTERSTATE POWER SYSTEMS INC	GENERATOR TESTING#14-SERVICE CREDIT	-893.20
JERRY HAGGERTY CHEVROLET	HOUSING #364	28.91
JX ENTERPRISES INC	HOSE #930	111.82
MACQUEEN EQUIPMENT LLC	VALVE #930	31.09
DBA MACQUEEN EMERGENCY GROUP		
MCMASTER-CARR SUPPLY CO	PLASTIC BAGS	58.42
NAPA AUTO & TRUCK PARTS	ADHESIVE #166	40.38
NAPA AUTO & TRUCK PARTS	BATTERIES RETURNED, CORE CREDITS	-233.40
NAPA AUTO & TRUCK PARTS	CONTROL ARMS #351	290.06
NAPA AUTO & TRUCK PARTS	FITTINGS #186	67.56
NAPA AUTO & TRUCK PARTS	GLOVES	34.00
PATSON INC	STABILITY CONTROL DIAGNOSTICS #24	756.84
DBA TRANSCHEAGO TRUCK GROUP		
POMP'S TIRE SERVICE INC	TIRE #9	315.90
POMP'S TIRE SERVICE INC	TIRE MOUNTING	1,136.39

Vendor Name	Description	Amount
POMP'S TIRE SERVICE INC	TIRE RETURNED	-326.80
POMP'S TIRE SERVICE INC	TIRES	5,613.28
POMP'S TIRE SERVICE INC	TIRES RETURNED	-1,467.82
PRIORITY PRODUCTS INC	CONNECTORS, SWIVELS	461.39
PRIORITY PRODUCTS INC	WASHERS, TERMINALS, CONNECTORS	852.03
SECRETARY OF STATE	TITLE, TRANSFER #352	165.00
SECRETARY OF STATE	TITLE, TRANSFER #361	165.00
SECRETARY OF STATE	TITLE, TRANSFER #363	165.00
VERMEER-ILLINOIS INC	ENGINE ISOLATORS #182	87.30
VERMEER-ILLINOIS INC	RESTOCKING FEE	8.95
VERMEER-ILLINOIS INC	RESTOCKING FEE CREDIT	-8.95
WEST SIDE TRACTOR SALES COMPANY	CLAMP #16	54.20
WEST SIDE TRACTOR SALES COMPANY	EXHAUST VALVE RETURNED	-200.00
WEST SIDE TRACTOR SALES COMPANY	WINDOWPANE #166	390.82
Total Org: 60070647 - Fleet Services Expense		\$319,685.68

Total Fund: 600 - Fleet Services Fund **\$319,685.68**

Fund: 620 - Liability Insurance Fund

Org: 62020010 - Liability Insurance Expense

CCMSI-CLAIMS	GENERAL LIABILITY CLAIMS EXPENSES	20.00
CCMSI-CLAIMS	WORKERS' COMP CLAIMS EXPENSES	3,505.56
CCMSI-CLAIMS	WORKERS' COMP CLAIMS EXPENSES	4,448.50
CCMSI-CLAIMS	WORKERS' COMP CLAIMS EXPENSES	5,904.34
TARGETSOLUTIONS LEARNING, LLC	HR TRAINING SOFTWARE	20,541.07
WEBMARC DOORS	DOOR REPAIRS	3,477.85
Total Org: 62020010 - Liability Insurance Expense		\$37,897.32

Total Fund: 620 - Liability Insurance Fund **\$37,897.32**

Fund: 630 - Health Insurance Fund

Org: 63020010 - Health Insurance Expense

IPBC	DENTAL INSURANCE PREMIUMS-JANUARY	18,755.29
IPBC	HEALTH INSURANCE PREMIUMS-JANUARY	468,861.56
IPBC	LIFE INSURANCE PREMIUMS-JANUARY	1,203.05
IPBC	VISION INSURANCE PREMIUMS-JANUARY	1,542.18
WAGEWORKS INC	FLEX PLAN FEES-DECEMBER	501.40
Total Org: 63020010 - Health Insurance Expense		\$490,863.48

Total Fund: 630 - Health Insurance Fund **\$490,863.48**

Fund: 640 - Capital Equipment Rplcmnt Fund

Org: 64000010 - Capital Equip Replace Expense

WEST SIDE TRACTOR SALES COMPANY	LIGHT MATERIAL BUCKET	13,180.00
Total Org: 64000010 - Capital Equip Replace Expense		\$13,180.00

Total Fund: 640 - Capital Equipment Rplcmnt Fund **\$13,180.00**

Vendor Name	Description	Amount
Fund: 642 - Building Renewal Fund		
Org: 64255010 - Building Renewal Expenses		
CLARK DIETZ INC	ENGINEERING SERVICES-GENERATOR REPLACEMENT #2	767.50
PRIME SCAFFOLD INC	PD PEDESTRIAN CANOPY	200.00
RAMIREZ GROUP LLC	PW TRENCH DRAINS REPLACEMENT PROJECT	185,130.00
RAMIREZ GROUP LLC	PW TRENCH DRAINS REPLACEMENT PROJECT	205,425.00
Total Org: 64255010 - Building Renewal Expenses		\$391,522.50
Total Fund: 642 - Building Renewal Fund		\$391,522.50
Fund: 942 - Library Building Renewal Fund		
Org: 94290010 - Library Building Renewal Exp		
VIA MERIDIANA CONTRACTORS LLC	LIBRARY PLAZA REHABILITATION PROJECT	51,278.62
Total Org: 94290010 - Library Building Renewal Exp		\$51,278.62
Total Fund: 942 - Library Building Renewal Fund		\$51,278.62
Total Warrants		\$2,309,009.73