

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](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](mailto: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:

## 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: None  
Absent: 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  
Motion Carried Unanimously

**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  
Motion Carried Unanimously

**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 <sup>st</sup> 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

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

**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 Dzugan 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 8<sup>th</sup> 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 COUNCIL: ERICA BRAY-PARKER | LEAH BRICE | SCOTT BROWN | BRADLEY CLOUSING | LYNN ROBBINS | SCOTT WELLER

**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: M

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.

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.

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.

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

\_\_\_\_\_  
Secretary

Corporate Seal \_\_\_\_\_

LIMITED LIABILITY COMPANY SIGNATURES:

x Francis 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



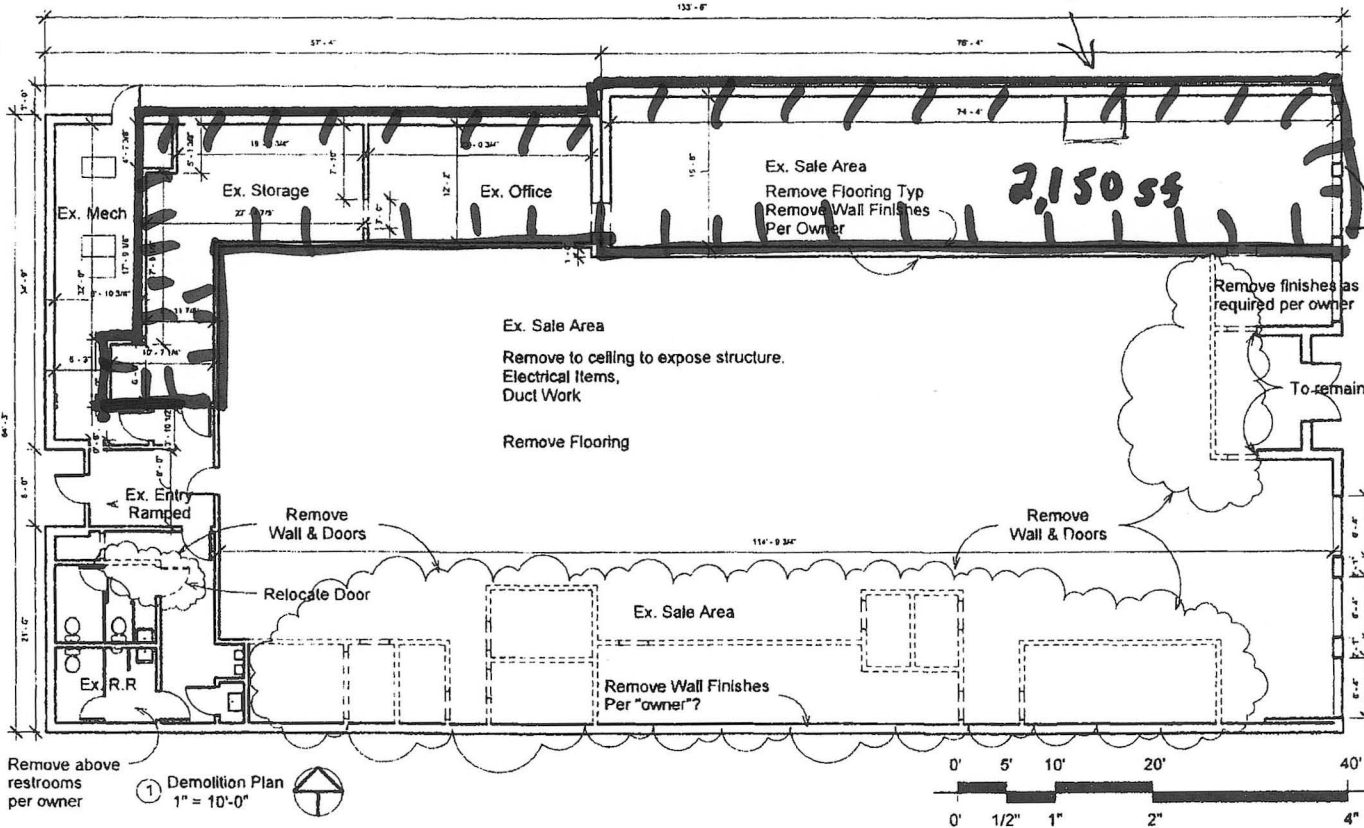
(Notary Stamp/Seal)

## Liquor Guidelines

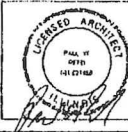
In our employee handbook, we emphasize the critical importance of training employees in the responsible service of alcohol, which includes highlighting the procedures for checking IDs and effectively communicating to handle challenging situations, such as declining service to an overserved customer. 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. Field verify all existing construction prior to starting demolition or new construction.
2. The Owner will retain all salvage that is of value as designated by the Owner's representative. Owner salvaged items to storage location designated by Owner's representative.
3. Where removal of floor coverings and rubble tag rate are required, demolition includes removal of all floors, grouting base, etc., and required remaining surfaces to be prepared for new construction in areas to receive new floor.
4. Patch all work to match adjacent surfaces.
5. Demolish designated walls to be removed from floor to structure above. Prepare all structural areas for new construction.
6. Remove all miscellaneous equipment (including wall floats or siding such as lockboxes, mailboxes, shading, curtain tracks, toilet partitions, etc.).
7. Removal of existing HVAC to include outdoor hanging grates, diffusers, thermostats, etc. as required.
8. Removal of existing electrical work shall include conduit boxes with cable supports, wiring devices, safety switches, fire alarm equipment, speakers, telephone outlets and lighting fixtures. Turn off lighting fixtures and fire alarm equipment prior to Owner's representative before delivery. Branch conduct removed shall be back to conduit and to first remaining active junction box.
9. All existing wiring, conduit, etc., or portions thereof removed during demolition unless written otherwise. This not be reused.
10. Care extra to take precautions so as not to undermine the integrity of the building.
11. Coordinate removal of telephones, P.A. systems, intercoms, etc. with Owner's representative.
12. Move during demolition and construction work to 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 construction are to be protected and prepared (or prepared for new construction). If painting is required, entire wall shall receive paint to match remainder of wall.
15. All openings and walls left by the removal of existing construction equipment, piping, ducts, etc. shall be properly patched and closed off to maintain proper fire rating in wall. Prepare patches to receive new finishes as required.
16. Where a rising has been given to an existing wall, all openings and openings or items shall be sealed and properly reproduced per that rising requirement.



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



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

| No. | Description | Date   |
|-----|-------------|--------|
| 1   | Revision 1  | Date 1 |
|     |             |        |
|     |             |        |
|     |             |        |

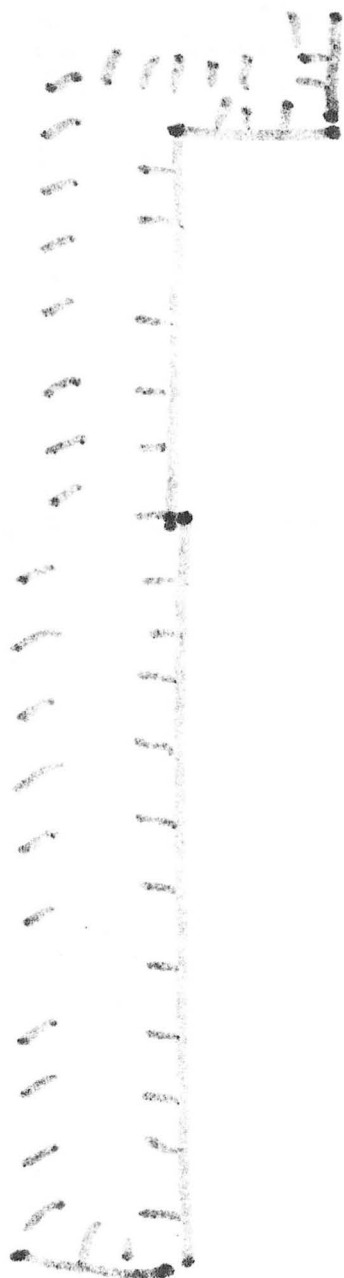
## Demolition Plan

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

**D1**

Scale 1" = 10'-0"

3/30/2015 6:57:30 PM



## 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

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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**

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**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**

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**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:**

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

---

**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**

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**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.**

LII 12 K (04/21)



# 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).

|                                                                                                     |                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>FNIC<br>11000 E Route 34 Ste 1<br>Plano IL 60545                                 | <b>CONTACT NAME:</b> Lori Dobbs<br><b>PHONE (A/C, No, Ext):</b> 630-552-3447<br><b>FAX (A/C, No):</b> 630-552-3850<br><b>E-MAIL ADDRESS:</b> lori.dobbs@fnicgroup.com                             |
| <b>INSURED</b><br>Stonehouse Market LLC dba Stonehouse on Hale<br>126 N Hale St<br>Wheaton IL 60187 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Grinnell Mutual Reinsurance Company<br>INSURER B: National Specialty Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| <b>License#:</b> BR-1045608<br><b>STONMAR-01</b>                                                    | <b>NAIC #</b><br>14117<br>22608                                                                                                                                                                   |

## 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 INSD WVD                  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | 0000882953     | 5/2/2025                | 5/2/2026                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                   |                                     |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                          |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                    |                                     | 0001139213     | 10/20/2025              | 5/2/2026                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | Y/N<br><input type="checkbox"/> N/A | 0001058837     | 5/2/2025                | 5/2/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**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.

|                                              |                                                                    |                                                                                                                                                                                                                    |
|----------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OFFICIAL DOCUMENT                            | State of Illinois - Department of Revenue                          | OFFICIAL DOCUMENT                                                                                                                                                                                                  |
| <b>Illinois Business Authorization</b>       |                                                                    |                                                                                                                                                                                                                    |
| <b>STONEHOUSE MARKET LLC</b>                 |                                                                    |                                                                                                                                 |
| <b>DBA: STONEHOUSE ON HALE</b>               |                                                                    | <b>Loc. Code: 022-0001-5-002</b>                                                                                                                                                                                   |
| <b>126 N HALE ST</b>                         |                                                                    | <b>Wheaton</b>                                                                                                                                                                                                     |
| <b>WHEATON IL 60187-5113</b>                 |                                                                    | <b>DuPage County</b>                                                                                                                                                                                               |
| <b>Expiration Date:</b><br><b>06/01/2026</b> | <b>Certificate of Registration</b><br>Sales and use taxes and fees | <b>(4537-0060)</b>                                                                                                                                                                                                 |
|                                              |                                                                    |  <b>ILLINOIS REVENUE</b><br><br>Director |
|                                              | OFFICIAL DOCUMENT                                                  | <b>Issued Date: 12/04/2025</b>                                                                                                                                                                                     |

## 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.



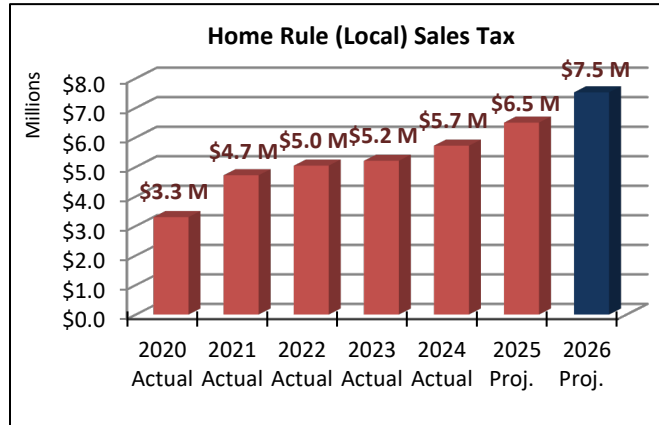
WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

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

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.

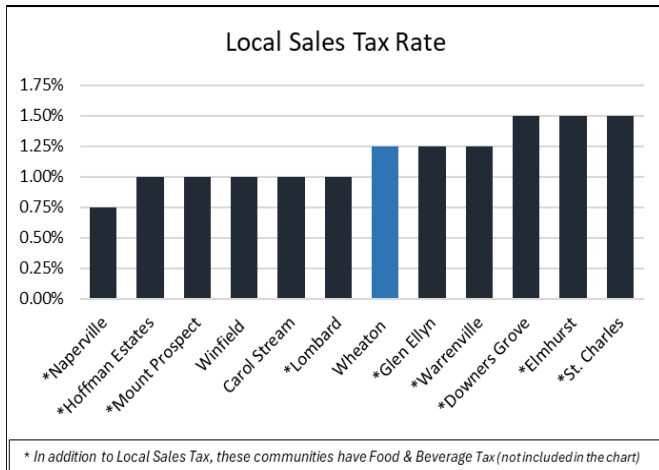


### Comparisons to Other Communities

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.

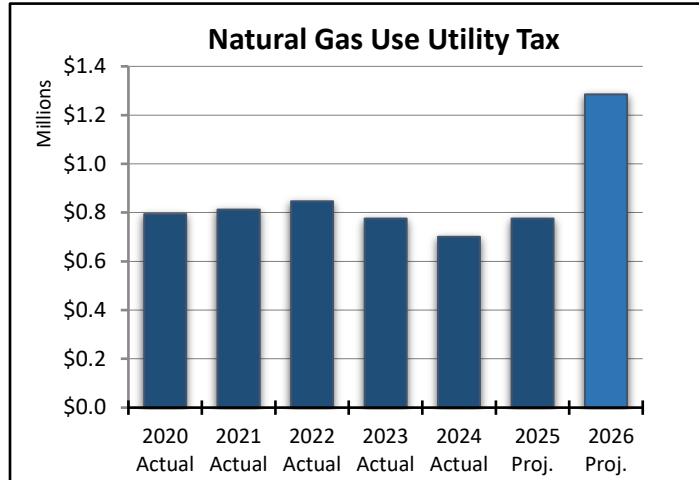


WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

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

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       |
| <b>Wheaton</b>  | <b>\$0.0500</b> |
| 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 20<sup>th</sup> 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<br>Attn: Finance Director<br>303 W. Wesley Street<br>Wheaton, Illinois 60187-0727                 |
| If to the Contractor:   | Nicor Gas Company<br>1844 Ferry Road<br>Naperville, Illinois 60563-9600<br>Attention: Billing Manager             |
| With a Copy to:         | Nicor Gas Company<br>1844 Ferry Road<br>Naperville, Illinois 60563-9600<br>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](http://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

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

**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 20<sup>th</sup> 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 |
|---------------------------|------|---------------------|-----------------|
| <b>334 (Deputy Chief)</b> | 2016 | Ford/ Taurus/ Sedan | 102,990         |
| <b>356 (Patrol)</b>       | 2021 | Ford/ PIU/ Hybrid   | 86,603          |
| <b>361 (Patrol)</b>       | 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

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

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 20<sup>th</sup> 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

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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:

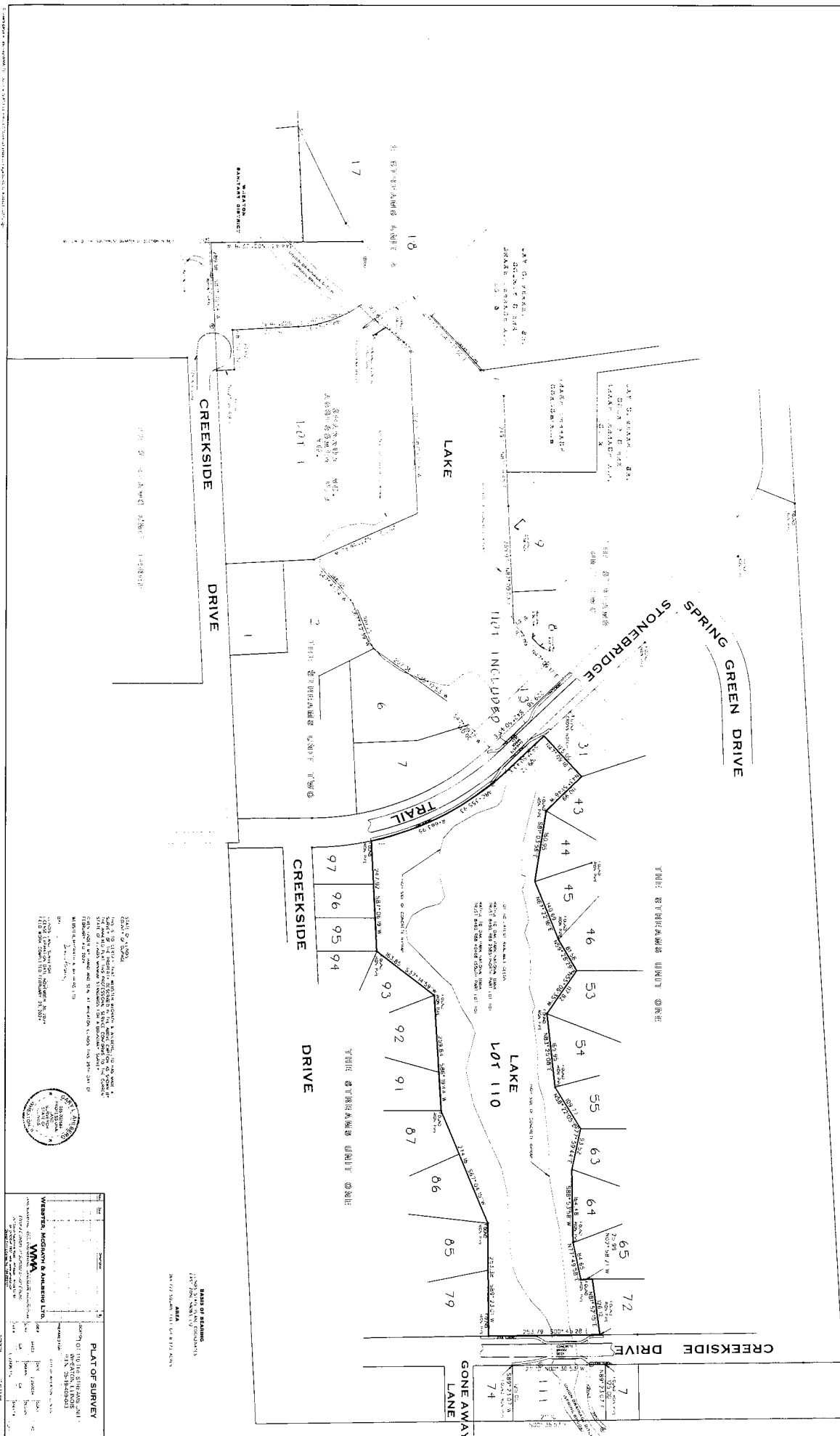
Nays:

Absent:

Passed:

Published:

## EXHIBIT A




**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**

*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.: 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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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 19<sup>th</sup> 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.

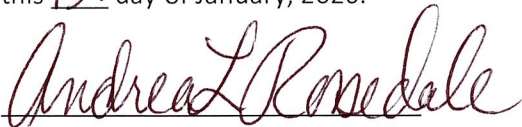
- f. I then contacted Chicago Title who advised that they searched their files and do not have any records for the Subject Property or the trust. They told me to reach back out to U.S. Bank, which I did.
- g. U.S. Bank's law division did some research and also could not find this trust; they said that 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 19<sup>th</sup> 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.

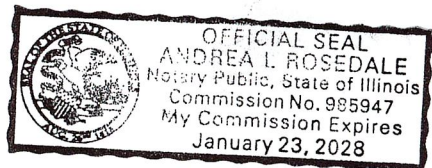


Dawn C. Didier  
City Attorney

Subscribed and sworn to before me  
this 13<sup>th</sup> day of January, 2026.



Notary Public



# First Bank of Oak Park



## Institution Details

Data as of 06/02/2023

|                                                                                                |                                                                                                       |                                                                                               |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Institution Closed</b><br>Merged or acquired on 01/01/2006<br>without government assistance | <b>FDIC Cert #</b><br>1801                                                                            | <b>Main Office Address</b><br>11 West Madison Street<br>Oak Park, IL 60302                    |
|                                                                                                | <b>Established</b><br>05/06/1922                                                                      | <b>Financial Information</b><br><a href="#">Create financial reports for this institution</a> |
|                                                                                                | <b>Bank Charter Class</b><br>State Chartered Banks, not member of<br>the Federal Reserve System (FRS) | <b>Consumer Assistance</b><br><a href="http://HelpWithMyBank.gov">HelpWithMyBank.gov</a>      |
|                                                                                                | <b>Primary Federal Regulator</b><br>Federal Deposit Insurance Corporation                             | <b>Contact the FDIC</b><br><a href="#">Questions about Bank Information</a>                   |

## 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](http://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](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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.greatbancstrust.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](mailto: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](http://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](mailto: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](http://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](mailto:trustlegal.researchrequests@usbank.com)>  
 Cc: Escobedo, Jeanne M <[jeanne.escobedo@usbank.com](mailto: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](mailto: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](http://usbank.com)

From: Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

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

To: Olson, Greg <[greg.olson@usbank.com](mailto: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](http://www.wheaton.il.us)

630-260-2013

From: Beyer, Kelli <[Kelli.Beyer@CTT.com](mailto:Kelli.Beyer@CTT.com)>

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

To: Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

Subject: RE: land trust

You don't often get email from [kelli.beyer@ctt.com](mailto: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](mailto:kelli.beyer@ctt.com) | [www.ctlandtrust.com](http://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](mailto:landtrust@ctt.com)20][landtrust@ctt.com](mailto: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](http://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](mailto:ddidier@wheaton.il.us)>

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

To: CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>

Cc: Beyer, Kelli <[Kelli.Beyer@CTT.com](mailto:Kelli.Beyer@CTT.com)>

Subject: Re: land trust

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Thank you!

**Dawn C. Didier**

City Attorney  
City of Wheaton  
[www.wheaton.il.us](http://www.wheaton.il.us)  
630-260-2013

---

**From:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Sent:** Monday, January 8, 2024 12:38 PM  
**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>  
**Cc:** Beyer, Kelli <[Kelli.Beyer@CTT.com](mailto: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](mailto:ddidier@wheaton.il.us)>  
**Sent:** Monday, January 8, 2024 12:28 PM  
**To:** CTLTC <[ctltc@ctt.com](mailto:ctltc@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](http://www.wheaton.il.us)  
630-260-2013

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**From:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Sent:** Monday, January 8, 2024 12:23 PM  
**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto: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](mailto:ddidier@wheaton.il.us)>  
**Sent:** Monday, January 8, 2024 12:14 PM  
**To:** CTLTC <[ctltc@ctt.com](mailto:ctltc@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](http://www.wheaton.il.us)  
630-260-2013

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**From:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>  
**Sent:** Monday, January 8, 2024 12:11 PM  
**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto: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](mailto:ddidier@wheaton.il.us)>

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

**To:** CTLTC <[ctltc@ctt.com](mailto:ctltc@ctt.com)>

**Subject:** Fw: land trust

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

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

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](http://www.wheaton.il.us)

630-260-2013

**From:** Olson, Greg <[greg.olson@usbank.com](mailto:greg.olson@usbank.com)> on behalf of SF Mortgage Research Group Shared <[sfmortgageresearch@usbank.com](mailto:sfmortgageresearch@usbank.com)>

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

**To:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

**Subject:** RE: land trust

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

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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: [ctltc@ctt.com](mailto:ctltc@ctt.com)

Regards,

**Greg Olson**

Vice President | Global Corporate Trust and Custody

O: 651-466-5351 | [greg.olson@usbank.com](mailto: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](http://usbank.com)

**From:** Dawn Didier <[ddidier@wheaton.il.us](mailto:ddidier@wheaton.il.us)>

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

**To:** SF Mortgage Research Group Shared <[sfmortgageresearch@usbank.com](mailto:sfmortgageresearch@usbank.com)>

**Subject:** [EXTERNAL] land trust

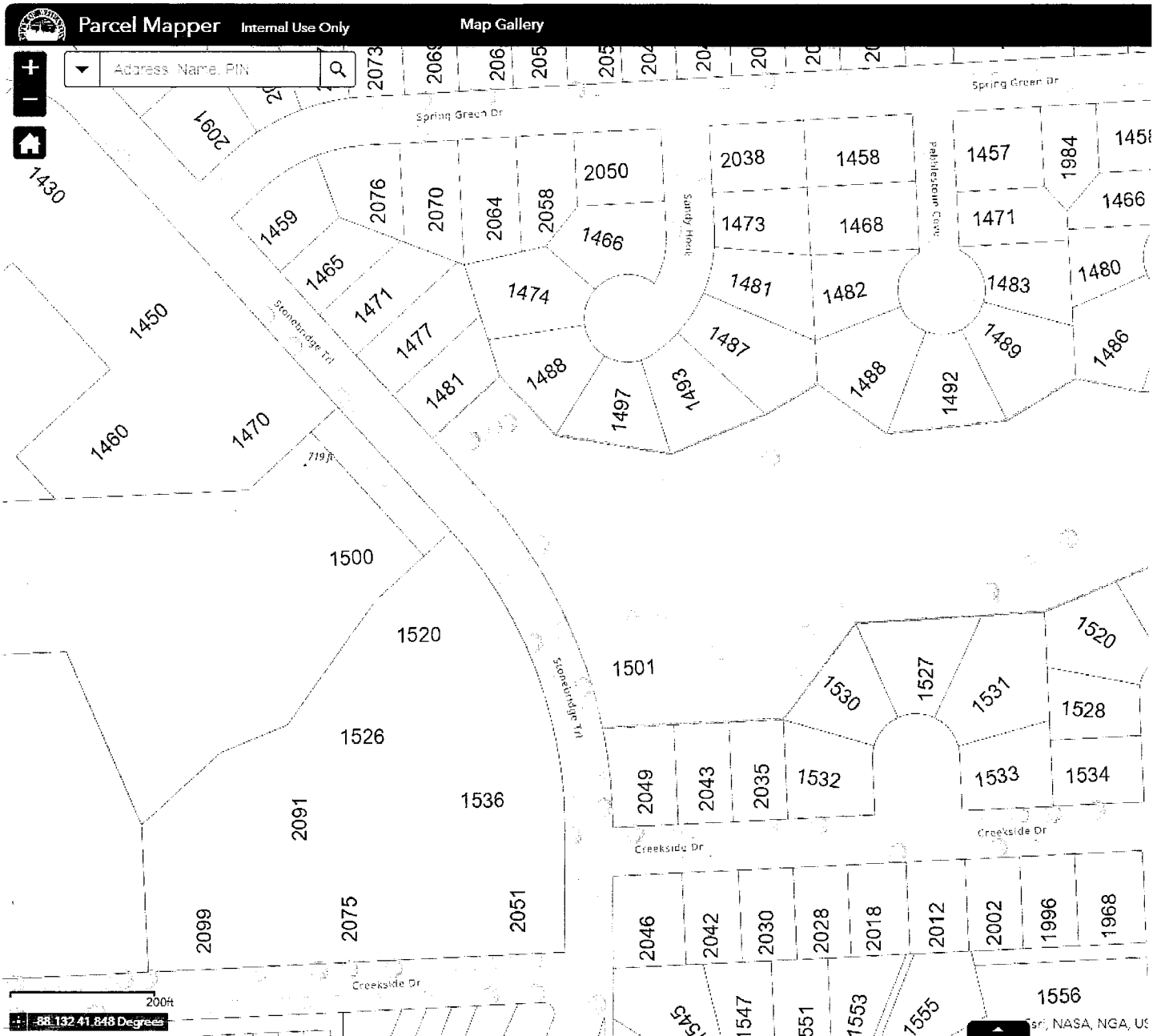
[WARNING] Use caution when opening attachments or links from unknown senders.

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 19<sup>th</sup> 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](http://www.wheaton.il.us)

630-260-2013

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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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Page 1 of 11



**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 EXTRACTIONAL 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**

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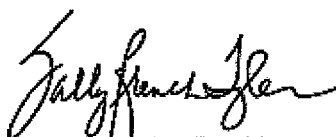
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**FIRST AMERICAN TITLE INSURANCE COMPANY**

  
Sally F. Tyler, President

  
Lisa W. Cornehl, Secretary

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- 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

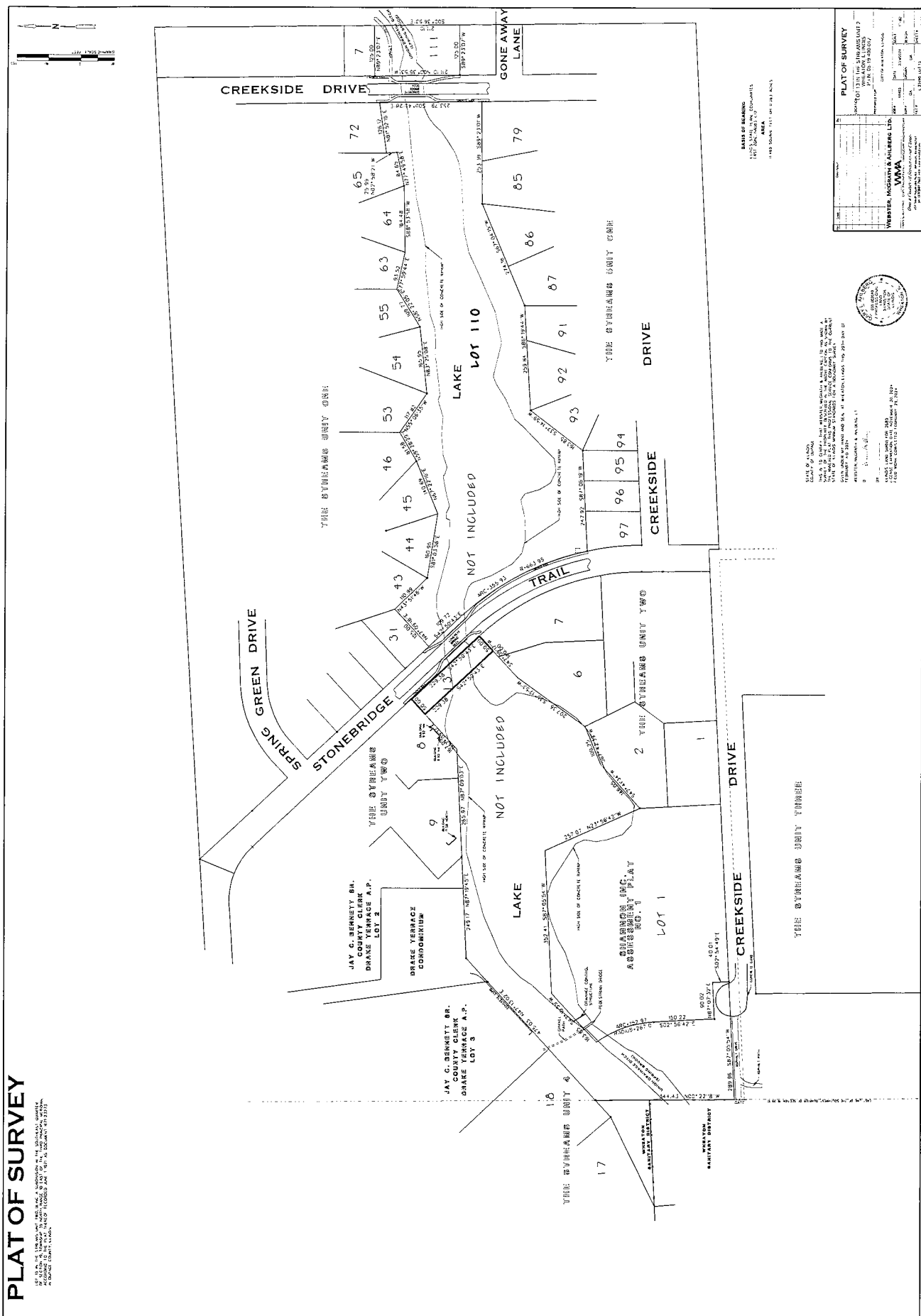
Ayes:

Nays:

Absent:

Passed:

Published:




**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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Form 50128017 (6-7-22)

Page 1 of 11



**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)

Page 2 of 11



**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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Form 50128017 (6-7-22)

Page 3 of 11



**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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

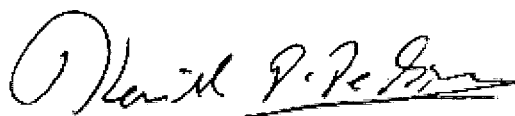
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

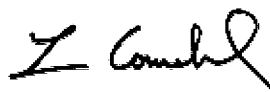
**COMMITMENT TO ISSUE POLICY**

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

*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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Form 50128017 (6-7-22)

Page 8 of 11



**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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---

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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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R87-135794

87 SEP 14 AM 10:00

EXHIBIT C

Chapter 1200  
PARAGRAPH 749 & 752  
ILLINOIS REVISED STATUTES

RECORDER  
DU PAGE COUNTY

*Blaney*

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 19 84, 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 to a Deed of said Real Estate.  
(him, her, or them)

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, 19 87

PREPARED BY:

421 N. County Farm Road.  
Wheaton, IL 60187

*Gary A. King*  
GARY A. KING, County Clerk

Mail to: Peter A. Loukas

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).

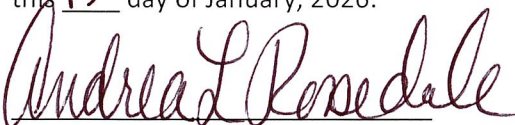
- iii. I then searched the address of 1098 W. Irving Park Road, Bensenville on Google maps and the storefront for that address had a different business name and phone number. I called the phone number and spoke with the owner of that business (R&M Management), and he stated that he had no idea who Alpine 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.

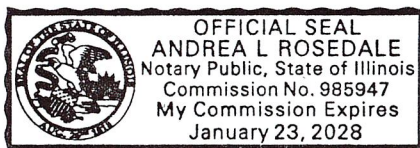


Dawn C. Didier  
City Attorney

Subscribed and sworn to before me  
this 13<sup>th</sup> day of January, 2026.



Notary Public



# EXHIBIT 1 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](http://www.dupagecounty.gov/treasurer)  
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

ON OR BEFORE: **PAY:**  
**JUN 01, 2023 0.00**

U.S. POSTMARK IS USED TO  
DETERMINE LATE PENALTY.

PAYING LATE? PAY THIS AMOUNT:  
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

PAYMENT OF THIS 2022 TAX BILL  
AFTER OCTOBER 31, 2023,  
REQUIRES A CASHIER'S CHECK,  
CASH OR MONEY ORDER.

CHECK BOX AND  
COMPLETE CHANGE OF  
ADDRESS ON BACK.

NO PAYMENT WILL BE ACCEPTED AFTER NOV 15, 2023

105194000120517200000000000001

## 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](http://www.dupagecounty.gov/treasurer)  
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

ON OR BEFORE: **PAY:**  
**SEP 01, 2023 0.00**

U.S. POSTMARK IS USED TO  
DETERMINE LATE PENALTY.

PAYING LATE? PAY THIS AMOUNT:  
SEP 2 THRU 30 0.00  
OCT 1 THRU 31 0.00  
\* NOV 1 THRU 16 0.00

PAYMENT OF THIS 2022 TAX BILL  
AFTER OCTOBER 31, 2023,  
REQUIRES A CASHIER'S CHECK,  
CASH OR MONEY ORDER.

CHECK BOX AND  
COMPLETE CHANGE OF  
ADDRESS ON BACK.

NO PAYMENT WILL BE ACCEPTED AFTER NOV 15, 2023

205194000120517200000000000002

| 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:  
ALPINE CENTURY CO  
C/O DIVERSIFIED  
PROPERTIES  
1098 W IRVING PARK RD  
BENSENVILLE IL 60106

Property Location:  
STONEBRIDGE TR  
WHEATON IL 60189

Township Assessor:

MILTON  
630-653-5220

Tax Code:

5172

Property Index Number:

05-19-400-012

CHANGE OF NAME/ADDRESS:  
CALL: 630-407-5900

\* S OF A FACTOR 1.0000  
1st INST PAID  
2nd INST PAID

|                          |        |
|--------------------------|--------|
| TIF Frozen Value         |        |
| Fair Cash Value          | 0      |
| Land Value               | 1      |
| + Building Value         |        |
| = Assessed Value         | 1 *    |
| x State Multiplier       | 1.0000 |
| - Equalized Value        | 1      |
| - Residential Exemption  |        |
| - Senior Exemption       |        |
| - Senior Freeze          |        |
| - Disabled Veteran       |        |
| - Disability Exemption   |        |
| - Returning Veteran      |        |
| - Exemption              |        |
| - Home Improvement       |        |
| - Exemption              |        |
| - House Abatement        |        |
| = Net Taxable Value      | 1      |
| x Tax Rate               | 6.9458 |
| = Total Tax Due          | 0.00   |
| - Less Advance Payment   |        |
| - Commercial Abatement   |        |
| + PACE Reimbursement     |        |
| = Net Due as of 01/04/24 | 0.00   |

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

EXHIBIT 2

## Business Entity Search

### Entity Information

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

### Services and More Information



Office of the Secretary of State

**ilsos.gov**

## Business Entity Search

### Entity Information

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

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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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Form 50128017 (6-7-22)

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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

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**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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**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 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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**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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

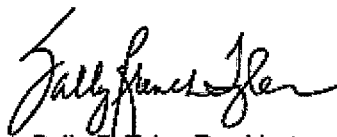
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**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             |
|-----------------------------------------------------|----------------------------|--------------------|
| <b>Fund: 100 - General Fund</b>                     |                            |                    |
| <b>Org: 100 - General Fund</b>                      |                            |                    |
| 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             |
| <b>Total Org: 100 - General Fund</b>                |                            | <b>\$18,000.00</b> |
| <b>Org: 11000010 - Mayor and City Council</b>       |                            |                    |
| TOSHIBA FINANCIAL SERVICES                          | MONTHLY COPIER LEASE       | 58.83              |
| <b>Total Org: 11000010 - Mayor and City Council</b> |                            | <b>\$58.83</b>     |
| <b>Org: 11212000 - Boards and Commissions</b>       |                            |                    |
| PADDOCK PUBLICATIONS                                | LEGAL NOTICES              | 96.60              |
| STEPHEN A LASER ASSOC PC                            | POLICE CANDIDATE TESTING   | 2,400.00           |
| <b>Total Org: 11212000 - Boards and Commissions</b> |                            | <b>\$2,496.60</b>  |
| <b>Org: 11500010 - City Manager's Office</b>        |                            |                    |
| DUPAGE COUNTY RECORDER                              | RECORDING FEES             | 91.00              |
| DUPAGE COUNTY RECORDER                              | RECORDING FEES             | 134.00             |
| TOSHIBA FINANCIAL SERVICES                          | MONTHLY COPIER LEASE       | 58.84              |
| <b>Total Org: 11500010 - City Manager's Office</b>  |                            | <b>\$283.84</b>    |
| <b>Org: 12000010 - Finance</b>                      |                            |                    |
| 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              |
| <b>DBA POINT &amp; PAY</b>                          |                            |                    |
| POINT & PAY, LLC                                    | CREDIT CARD FEES-NOVEMBER  | 3,729.41           |
| <b>DBA POINT &amp; PAY</b>                          |                            |                    |
| TOSHIBA FINANCIAL SERVICES                          | MONTHLY COPIER LEASE       | 176.51             |
| UNITED STATES POSTAL SERV                           | POSTAGE                    | 2,000.00           |
| <b>Total Org: 12000010 - Finance</b>                |                            | <b>\$15,782.71</b> |
| <b>Org: 12500010 - Human Resources</b>              |                            |                    |

| Vendor Name                                                  | Description                   | Amount             |
|--------------------------------------------------------------|-------------------------------|--------------------|
| FRONTLINE PUBLIC SAFETY SOLUTIONS                            | PERFORMANCE TRACKER SOFTWARE  | 10,716.30          |
| TOSHIBA FINANCIAL SERVICES                                   | MONTHLY COPIER LEASE          | 58.83              |
| <b>Total Org: 12500010 - Human Resources</b>                 |                               | <b>\$10,775.13</b> |
| <b>Org: 13000015 - Information Technology</b>                |                               |                    |
| 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          |
| <b>Total Org: 13000015 - Information Technology</b>          |                               | <b>\$45,430.36</b> |
| <b>Org: 14000010 - Planning &amp; Economic Develop</b>       |                               |                    |
| DUPAGE CONVENTION & VISITORS BUREAU                          | ANNUAL MEMBERSHIP DUES        | 10,000.00          |
| TOSHIBA FINANCIAL SERVICES                                   | MONTHLY COPIER LEASE          | 98.12              |
| <b>Total Org: 14000010 - Planning &amp; Economic Develop</b> |                               | <b>\$10,098.12</b> |
| <b>Org: 14500010 - Engineering</b>                           |                               |                    |
| TOSHIBA FINANCIAL SERVICES                                   | MONTHLY COPIER LEASE          | 58.84              |
| <b>Total Org: 14500010 - Engineering</b>                     |                               | <b>\$58.84</b>     |
| <b>Org: 15000010 - Building and Code Enforcement</b>         |                               |                    |
| 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             |
| <b>Total Org: 15000010 - Building and Code Enforcement</b>   |                               | <b>\$13,417.90</b> |
| <b>Org: 15540000 - Buildings &amp; Grounds</b>               |                               |                    |
| 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          |
| <b>Total Org: 15540000 - Buildings &amp; Grounds</b>      |                                   | <b>\$3,375.39</b> |
| <b>Org: 15540020 - Police Station Maintenance</b>         |                                   |                   |
| 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          |
| <b>Total Org: 15540020 - Police Station Maintenance</b>   |                                   | <b>\$5,807.75</b> |
| <b>Org: 15540031 - Fire Station #38 Maintenance</b>       |                                   |                   |
| 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            |
| <b>Total Org: 15540031 - Fire Station #38 Maintenance</b> |                                   | <b>\$1,749.16</b> |
| <b>Org: 15540032 - Fire Station #39 Maintenance</b>       |                                   |                   |
| CHEM-WISE PEST MGMT INC                                   | MONTHLY PEST CONTROL-DECEMBER     | 34.58             |
| NICOR GAS                                                 | GAS                               | 358.19            |
| SUNBELT RENTALS                                           | SCISSOR LIFT RENTAL               | 83.12             |
| <b>Total Org: 15540032 - Fire Station #39 Maintenance</b> |                                   | <b>\$475.89</b>   |
| <b>Org: 15540033 - Fire Station #37 Maintenance</b>       |                                   |                   |
| 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             |
| <b>Total Org: 15540033 - Fire Station #37 Maintenance</b> |                                   | <b>\$1,061.42</b> |
| <b>Org: 15540040 - PW Building Maintenance</b>            |                                   |                   |
| 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            |
| <b>Total Org: 15540040 - PW Building Maintenance</b>      |                                   | <b>\$2,033.91</b> |
| <b>Org: 16010020 - Police Administrative</b>              |                                   |                   |
| 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<br><b>DBA BONTERRA</b>                   | SOCIAL WORKER SOFTWARE       | 5,066.40            |
| CLARK BECKLEY<br><b>DBA YOUR STORY COUNSELING PC</b>       | 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               |
| <b>Total Org: 16010020 - Police Administrative</b>         |                              | <b>\$175,197.21</b> |
| <b>Org: 16050220 - Police Support Services</b>             |                              |                     |
| TOSHIBA FINANCIAL SERVICES                                 | MONTHLY COPIER LEASE         | 176.50              |
| <b>Total Org: 16050220 - Police Support Services</b>       |                              | <b>\$176.50</b>     |
| <b>Org: 16052020 - Police Investigative Services</b>       |                              |                     |
| 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              |
| <b>Total Org: 16052020 - Police Investigative Services</b> |                              | <b>\$16,833.67</b>  |
| <b>Org: 16053020 - Traffic Patrol Services</b>             |                              |                     |
| 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<br><b>DBA CDS OFFICE SYSTEMS</b>   | 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<br><b>DBA SPECIAL T UNLIMITED</b>   | 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            |
| <b>Total Org: 16053020 - Traffic Patrol Services</b> |                              | <b>\$8,282.25</b> |
| <b>Org: 16053120 - Police General Services</b>       |                              |                   |
| ROBERT J ERICKSON                                    | ANIMAL CONTROL FEES-DECEMBER | 600.00            |
| DBA SCIENTIFIC WILDLIFE MANAGEMENT                   |                              |                   |
| <b>Total Org: 16053120 - Police General Services</b> |                              | <b>\$600.00</b>   |
| <b>Org: 16560031 - Fire Administrative</b>           |                              |                   |
| 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                               | UNIFORM ALLOWANCE            | 514.00            |
| DBA THE LOCKER SHOP                                  |                              |                   |
| TARGETSOLUTIONS LEARNING, LLC                        | ANNUAL TRAINING SOFTWARE     | 5,330.00          |
| TOSHIBA FINANCIAL SERVICES                           | MONTHLY COPIER LEASE         | 78.57             |
| <b>Total Org: 16560031 - Fire Administrative</b>     |                              | <b>\$6,592.20</b> |
| <b>Org: 16562000 - Firefighting/Investigation</b>    |                              |                   |
| DINGES PARTNERS GROUP LLC                            | UNIFORM ALLOWANCE            | 1,262.50          |
| DBA DINGES FIRE COMPANY                              |                              |                   |
| 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                               | UNIFORM ALLOWANCE            | 21.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 39.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 44.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 48.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 73.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 88.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 93.00             |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 100.00            |
| DBA THE LOCKER SHOP                                  |                              |                   |
| ON TIME EMBROIDERY INC                               | UNIFORM ALLOWANCE            | 104.00            |
| DBA THE LOCKER SHOP                                  |                              |                   |

| Vendor Name                                               | Description                  | Amount              |
|-----------------------------------------------------------|------------------------------|---------------------|
| ON TIME EMBROIDERY INC<br>DBA THE LOCKER SHOP             | UNIFORM ALLOWANCE            | 156.00              |
| ON TIME EMBROIDERY INC<br>DBA THE LOCKER SHOP             | UNIFORM ALLOWANCE            | 159.00              |
| ON TIME EMBROIDERY INC<br>DBA THE LOCKER SHOP             | UNIFORM ALLOWANCE            | 181.00              |
| ON TIME EMBROIDERY INC<br>DBA THE LOCKER SHOP             | UNIFORM ALLOWANCE            | 267.00              |
| <b>Total Org: 16562000 - Firefighting/Investigation</b>   |                              | <b>\$4,881.14</b>   |
| <b>Org: 16563000 - Fire Communications</b>                |                              |                     |
| FIRE COM                                                  | HEADSET REPAIR               | 490.00              |
| <b>Total Org: 16563000 - Fire Communications</b>          |                              | <b>\$490.00</b>     |
| <b>Org: 16564000 - Homeland Security</b>                  |                              |                     |
| MIRION TECHNOLOGIES (CANBERRA) INC                        | RADIATION DETECTOR           | 1,703.28            |
| SAFEWARE INC                                              | EV BLANKET, BATTERY DISPOSAL | 3,913.12            |
| <b>Total Org: 16564000 - Homeland Security</b>            |                              | <b>\$5,616.40</b>   |
| <b>Org: 16565000 - Medical/Rescue Services</b>            |                              |                     |
| BOUND TREE MEDICAL LLC                                    | EMS SUPPLIES                 | 1,723.78            |
| METRO PARAMEDIC SERVICES INC                              | PARAMEDIC SERVICES-JANUARY   | 213,736.43          |
| <b>Total Org: 16565000 - Medical/Rescue Services</b>      |                              | <b>\$215,460.21</b> |
| <b>Org: 17010040 - Public Works Administrative</b>        |                              |                     |
| KOREY DAY                                                 | REIMB-CDL RENEWAL            | 65.00               |
| KYLE YOCUM                                                | REIMB-CDL RENEWAL            | 61.35               |
| TOSHIBA FINANCIAL SERVICES                                | MONTHLY COPIER LEASE         | 78.57               |
| <b>Total Org: 17010040 - Public Works Administrative</b>  |                              | <b>\$204.92</b>     |
| <b>Org: 17031720 - Traffic Signs and Lines</b>            |                              |                     |
| ROBERT NAKIELNY<br>DBA INDEPENDENT SIGN LLC               | WELCOME TO WHEATON SIGNS     | 4,877.00            |
| <b>Total Org: 17031720 - Traffic Signs and Lines</b>      |                              | <b>\$4,877.00</b>   |
| <b>Org: 17031721 - Street Lights &amp; Traffic Signal</b> |                              |                     |
| 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            |
| <b>Total Org: 17031721 - Street Lights &amp; Traffic Signal</b>   |                                        | <b>\$77,666.13</b>  |
| <b>Org: 17031722 - Snow and Ice Control</b>                       |                                        |                     |
| 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           |
| <b>Total Org: 17031722 - Snow and Ice Control</b>                 |                                        | <b>\$26,740.00</b>  |
| <b>Org: 17031723 - Street &amp; Sidewalk Maintenance</b>          |                                        |                     |
| UTILITY TRANSPORT SERVICE INC                                     | LEAF HAULING                           | 2,400.00            |
| UTILITY TRANSPORT SERVICE INC                                     | LEAF HAULING                           | 14,400.00           |
| <b>Total Org: 17031723 - Street &amp; Sidewalk Maintenance</b>    |                                        | <b>\$16,800.00</b>  |
| <b>Org: 18015000 - Wireless Alarm Network</b>                     |                                        |                     |
| CHICAGO METROPOLITAN FIRE PREVENTION COMPANY                      | FIRE ALARM SERVICE CALL                | 175.00              |
| <b>Total Org: 18015000 - Wireless Alarm Network</b>               |                                        | <b>\$175.00</b>     |
| <b>Org: 18020000 - Local Admin Adjudication</b>                   |                                        |                     |
| DACRA ADJUDICATION SYSTEMS<br>DBA DACRA TECH LLC                  | ADJUDICATION SOFTWARE-DECEMBER         | 2,054.09            |
| ROBBINS SCHWARTZ NICHOLAS LIFTON & TAYLOR<br>DBA ROBBINS SCHWARTZ | ADJUDICATION HEARING SERVICES-DECEMBER | 850.00              |
| <b>Total Org: 18020000 - Local Admin Adjudication</b>             |                                        | <b>\$2,904.09</b>   |
| <b>Org: 18050130 - Senior Citizens Programs</b>                   |                                        |                     |
| HOUSING ASSISTANCE                                                | COMMUNITY ASSISTANCE                   | 10,090.00           |
| <b>Total Org: 18050130 - Senior Citizens Programs</b>             |                                        | <b>\$10,090.00</b>  |
| <b>Total Fund: 100 - General Fund</b>                             |                                        | <b>\$704,492.57</b> |
| <b>Fund: 232 - State Forfeiture Fund</b>                          |                                        |                     |
| <b>Org: 23208000 - State Article36 Seizure Revenue</b>            |                                        |                     |
| ILLINOIS STATE POLICE                                             | ARTICLE 36 FINE COLLECTION             | 700.00              |
| <b>Total Org: 23208000 - State Article36 Seizure Revenue</b>      |                                        | <b>\$700.00</b>     |
| <b>Org: 23280010 - State Article36 Seizure Expens</b>             |                                        |                     |
| DELUXE TOWING INC                                                 | POLICE TOWING CHARGES                  | 165.00              |
| RAPID TRANSPORT TOWING INC                                        | POLICE TOWING CHARGES                  | 165.00              |
| <b>Total Org: 23280010 - State Article36 Seizure Expens</b>       |                                        | <b>\$330.00</b>     |
| <b>Total Fund: 232 - State Forfeiture Fund</b>                    |                                        | <b>\$1,030.00</b>   |

| Vendor Name                                             | Description                                   | Amount              |
|---------------------------------------------------------|-----------------------------------------------|---------------------|
| <b>Fund: 400 - Capital Projects Fund</b>                |                                               |                     |
| <b>Org: 40085010 - Capital Projects Expense</b>         |                                               |                     |
| 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              |
| <b>Total Org: 40085010 - Capital Projects Expense</b>   |                                               | <b>\$206,086.71</b> |
| <b>Total Fund: 400 - Capital Projects Fund</b>          |                                               | <b>\$206,086.71</b> |
| <b>Fund: 500 - Water Fund</b>                           |                                               |                     |
| <b>Org: 500 - Water Fund</b>                            |                                               |                     |
| MCGINTY BROS INC                                        | REF-HYDRANT METER DEPOSIT                     | 627.79              |
| <b>Total Org: 500 - Water Fund</b>                      |                                               | <b>\$627.79</b>     |
| <b>Org: 50055045 - Water Building Maintenance</b>       |                                               |                     |
| 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              |
| <b>Total Org: 50055045 - Water Building Maintenance</b> |                                               | <b>\$1,168.23</b>   |
| <b>Org: 50070010 - Water Administrative</b>             |                                               |                     |
| THIRD MILLENNIUM ASSC INC                               | WATER/SEWER BILL PRINTING-DECEMBER            | 1,712.51            |
| TOSHIBA FINANCIAL SERVICES                              | MONTHLY COPIER LEASE                          | 78.57               |
| <b>Total Org: 50070010 - Water Administrative</b>       |                                               | <b>\$1,791.08</b>   |
| <b>Org: 50070220 - Water Distribution</b>               |                                               |                     |
| HD SUPPLY INC                                           | TEFLON TAPE                                   | 114.18              |
| <b>DBA</b> 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              |
| <b>DBA</b> VULCAN CONSTRUCTION MATERIALS LLC            |                                               |                     |
| VULCAN MATERIALS COMPANY                                | GRAVEL                                        | 1,638.06            |
| <b>DBA</b> VULCAN CONSTRUCTION MATERIALS LLC            |                                               |                     |
| WW GRAINGER INC                                         | ELECTRICAL TAPE                               | 197.00              |
| WW GRAINGER INC                                         | RAKES                                         | 129.34              |
| <b>Total Org: 50070220 - Water Distribution</b>         |                                               | <b>\$10,689.96</b>  |
| <b>Org: 50070230 - Water Supply</b>                     |                                               |                     |
| 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              |
| <b>Total Org: 50070230 - Water Supply</b>                   |                                           | <b>\$26,829.51</b> |
| <br><b>Org: 50085000 - Water Capital Projects</b>           |                                           |                    |
| THOMAS ENGINEERING GROUP LLC                                | ENGINEERING SERVICES-UTILITY IMPROVEMENTS | 4,639.23           |
| <b>Total Org: 50085000 - Water Capital Projects</b>         |                                           | <b>\$4,639.23</b>  |
| <br><b>Total Fund: 500 - Water Fund</b>                     |                                           | <b>\$45,745.80</b> |
| <br><b>Fund: 510 - Sanitary Sewer Fund</b>                  |                                           |                    |
| <b>Org: 51070010 - Sanitary Sewer Administrative</b>        |                                           |                    |
| THIRD MILLENNIUM ASSC INC                                   | WATER/SEWER BILL PRINTING-DECEMBER        | 856.25             |
| <b>Total Org: 51070010 - Sanitary Sewer Administrative</b>  |                                           | <b>\$856.25</b>    |
| <br><b>Org: 51070420 - Sanitary Sewer Maintenance</b>       |                                           |                    |
| 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           |
| DBA PIPELINE ANALYTICS                                      |                                           |                    |
| <b>Total Org: 51070420 - Sanitary Sewer Maintenance</b>     |                                           | <b>\$8,358.11</b>  |
| <br><b>Org: 51085000 - SanitarySewer Capital Projects</b>   |                                           |                    |
| RJN GROUP INC                                               | BASIN 3 & 4 DISCHARGE IMPROVEMENTS        | 8,330.95           |
| THOMAS ENGINEERING GROUP LLC                                | ENGINEERING SERVICES-UTILITY IMPROVEMENTS | 2,843.40           |
| <b>Total Org: 51085000 - SanitarySewer Capital Projects</b> |                                           | <b>\$11,174.35</b> |
| <br><b>Total Fund: 510 - Sanitary Sewer Fund</b>            |                                           | <b>\$20,388.71</b> |
| <br><b>Fund: 515 - Storm Sewer Fund</b>                     |                                           |                    |
| <b>Org: 51570010 - Storm Sewer Administrative</b>           |                                           |                    |
| THIRD MILLENNIUM ASSC INC                                   | WATER/SEWER BILL PRINTING-DECEMBER        | 856.25             |
| <b>Total Org: 51570010 - Storm Sewer Administrative</b>     |                                           | <b>\$856.25</b>    |

| Vendor Name                                          | Description                                 | Amount             |
|------------------------------------------------------|---------------------------------------------|--------------------|
| <b>Org: 51570440 - Storm Sewer Maintenance</b>       |                                             |                    |
| 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                                           | SEWER INSPECTION SOFTWARE RENEWAL           | 5,520.00           |
| DBA PIPELINE ANALYTICS                               |                                             |                    |
| <b>Total Org: 51570440 - Storm Sewer Maintenance</b> |                                             | <b>\$15,463.33</b> |
| <b>Total Fund: 515 - Storm Sewer Fund</b>            |                                             | <b>\$16,319.58</b> |
| <b>Fund: 520 - Parking Fund</b>                      |                                             |                    |
| <b>Org: 52030000 - Commuter Parking</b>              |                                             |                    |
| 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           |
| <b>Total Org: 52030000 - Commuter Parking</b>        |                                             | <b>\$7,312.76</b>  |
| <b>Org: 52040000 - Downtown Parking</b>              |                                             |                    |
| 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           |
| <b>Total Org: 52040000 - Downtown Parking</b>        |                                             | <b>\$3,206.00</b>  |
| <b>Total Fund: 520 - Parking Fund</b>                |                                             | <b>\$10,518.76</b> |
| <b>Fund: 600 - Fleet Services Fund</b>               |                                             |                    |
| <b>Org: 60070647 - Fleet Services Expense</b>        |                                             |                    |
| 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    |
| <b>DBA</b> 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   |
| <b>DBA</b> TRANSCHICAGO 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              |
| <b>Total Org: 60070647 - Fleet Services Expense</b>        |                                   | <b>\$319,685.68</b> |
| <b>Total Fund: 600 - Fleet Services Fund</b>               |                                   | <b>\$319,685.68</b> |
| <b>Fund: 620 - Liability Insurance Fund</b>                |                                   |                     |
| <b>Org: 62020010 - Liability Insurance Expense</b>         |                                   |                     |
| 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            |
| <b>Total Org: 62020010 - Liability Insurance Expense</b>   |                                   | <b>\$37,897.32</b>  |
| <b>Total Fund: 620 - Liability Insurance Fund</b>          |                                   | <b>\$37,897.32</b>  |
| <b>Fund: 630 - Health Insurance Fund</b>                   |                                   |                     |
| <b>Org: 63020010 - Health Insurance Expense</b>            |                                   |                     |
| 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              |
| <b>Total Org: 63020010 - Health Insurance Expense</b>      |                                   | <b>\$490,863.48</b> |
| <b>Total Fund: 630 - Health Insurance Fund</b>             |                                   | <b>\$490,863.48</b> |
| <b>Fund: 640 - Capital Equipment Rplcmnt Fund</b>          |                                   |                     |
| <b>Org: 64000010 - Capital Equip Replace Expense</b>       |                                   |                     |
| WEST SIDE TRACTOR SALES COMPANY                            | LIGHT MATERIAL BUCKET             | 13,180.00           |
| <b>Total Org: 64000010 - Capital Equip Replace Expense</b> |                                   | <b>\$13,180.00</b>  |
| <b>Total Fund: 640 - Capital Equipment Rplcmnt Fund</b>    |                                   | <b>\$13,180.00</b>  |

| Vendor Name                                               | Description                                   | Amount                |
|-----------------------------------------------------------|-----------------------------------------------|-----------------------|
| <b>Fund: 642 - Building Renewal Fund</b>                  |                                               |                       |
| <b>Org: 64255010 - Building Renewal Expenses</b>          |                                               |                       |
| 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            |
| <b>Total Org: 64255010 - Building Renewal Expenses</b>    |                                               | <b>\$391,522.50</b>   |
| <b>Total Fund: 642 - Building Renewal Fund</b>            |                                               | <b>\$391,522.50</b>   |
| <b>Fund: 942 - Library Building Renewal Fund</b>          |                                               |                       |
| <b>Org: 94290010 - Library Building Renewal Exp</b>       |                                               |                       |
| VIA MERIDIANA CONTRACTORS LLC                             | LIBRARY PLAZA REHABILITATION PROJECT          | 51,278.62             |
| <b>Total Org: 94290010 - Library Building Renewal Exp</b> |                                               | <b>\$51,278.62</b>    |
| <b>Total Fund: 942 - Library Building Renewal Fund</b>    |                                               | <b>\$51,278.62</b>    |
| <b>Total Warrants</b>                                     |                                               | <b>\$2,309,009.73</b> |