FINANCE & RULES COMMITTEE MEETING OF THE WHOLE

PLEASE TAKE NOTE: that the Chairman of the Finance & Rules Committee of the Whole has called a meeting for Monday, April 7, 2025 at 6:30 P.M. The Meeting will be held in the City Council Chambers, located at Northlake City Hall, 55 E. North Avenue, Northlake, IL, for the purpose of discussing and acting upon items assigned to the Finance and Rules Committee. The public is invited. Respectfully,

Nancy Pauletto City Clerk

FINANCE AND RULES COMMITTEE APRIL 7, 2025

A)	Call to Order		AGENDA		
B)	Approval of part	icipation by ald	ermen via conferen	ce bridge.	
	M	2 nd			
C)	Roll Call				
	Straube Johnson	Feldmann Urbina	Contreras Grochowski	Sosa Patti	
D)	Review and App	rove Minutes of	the March 17, 2025	Regular Meeting	
	M	2 nd			
E)	Approval of Exp	enditures Over (One Thousand Doll	lars	
	M	2 nd			
F)	Approval of Wai	rants and Vouc	hers		
	M	2 nd	_		
G)	Approval of Con	ımission Expend	ditures		
	M	2 nd	- :		
H)	UNFINISHED BU	SINESS (Financ	ee Committee May	Fast Track Any of tl	ne Following Items)
I)	NEW BUSINESS	(Finance Comm	ittee May Fast Tra	ck Any of the Follov	ving Items)
	1) Discussion an	d motion to appro	ove the 2026 Infrastr	ructure, Infrastructure	Going Forward.
	M	2 nd	-		
	Acquisition of	d motion to appro f Property Comm ook County, Illino	only Known as 200	-2025; A Resolution East Fullerton Avenu	Authorizing the le in the City of
	M	2 nd _			

		Agreement for Water and Sanitary Utility Services Between the Town of Northlake.
	M	2 nd
J)	EXECUTIVE SESSION	TO DISCUSS REAL ESTATE, PERSONNEL AND LITIGATION
	M	2 nd
K)	ADJOURNMENT	
	M	2 nd

MINUTES OF THE FINANCE & RULES COMMITTEE OF THE WHOLE MEETING HELD ON MONDAY, MARCH 17, 2025

Mayor Sherwin called for the roll.

ROLL CALL:

PRESENT:

ALDERMAN STRAUBE

ALDERMAN FELDMANN

ALDERMAN SOSA

ALDERMAN JOHNSON

ALDERMAN GROCHOWSKI

ALDERMAN PATTI

PRESENT VIA CONFERENCE BRIDGE:

ALDERMAN CONTRERAS

ABSENT:

ALDERMAN URBINA

OTHERS PRESENT:

KEN BERES, CHIEF OF POLICE MARK RAIL, PUBLIC WORKS

ISMAEL IIMENEZ, FINANCE DIRECTOR

Alderman Patti made a motion to approve Alderman Contreras participating in the meeting via conference bridge; seconded by Alderman Feldmann. Mayor Sherwin called for a voice vote. All were in favor.

The committee reviewed the minutes of the March 3, 2025 meeting. Alderman Patti made a motion to approve the minutes of the March 3, 2025 meeting; seconded by Alderman Grochowski. Mayor Sherwin called for a voice vote. All were in favor. The minutes were approved.

Mayor Sherwin presented the Warrants and Vouchers. Questions were asked and answered respectively. Alderman Patti made a motion to pay the Warrants and Vouchers; seconded by Alderman Straube. Mayor Sherwin called for the roll. All were in favor. The motion carried.

Mayor Sherwin presented the Commission Expenditures. Alderman Patti made a motion to approve the Commission Expenditures; seconded by Alderman Straube. Mayor Sherwin called for the roll. All were in favor. The motion carried.

Mayor Sherwin opened a discussion to approve the Parking Lot Agreement with Celona Holdings. Alderman Contreras made a motion to approve; seconded by Alderman Patti. Mayor Sherwin called for the roll. All were in favor. The motion carried.

Mayor Sherwin opened a discussion to approve Ordinance O-06-2025; An Ordinance Regulating the Transfer or Sale of Hemp-Derived THC Products and Kratom and Amending Title 3 of the Northlake City Code. Alderman Grochowski made a motion to approve; seconded by Alderman Patti. Mayor Sherwin called for the roll. All were in favor. The motion carried.

Mayor Sherwin opened a discussion to approve the Engineer's Recommendation to Accept the Bid from ALamp Concrete Contractors, Inc. in the amount of \$5,414,098.80 for the Railroad Avenue Improvement Project. Alderman Patti made a motion to approve; seconded by Alderman Straube. Mayor Sherwin called for the roll. All were in favor. The motion carried.

Mayor Sherwin opened a discussion to modify the Senior Citizen Sewer Repair Program. Alderman Patti made a motion to approve; seconded by Alderman Grochowski. Mayor Sherwin called for the roll. All were in favor. The motion carried.

Alderman Straube made a motion to go into Executive Session; seconded by Alderman Patti.

There being no further business, Alderman Straube made a motion to adjourn; seconded by Alderman Patti. Mayor Sherwin called for a voice vote. All were in favor. The motion carried.

MEETING ADJOURNED 6:45 P.M.

RESPECTFULLY SUBMITTED,

NANCY PAULETTO, CITY CLERK

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CHECK REGISTER FOR CITY OF NORTHLAKE CHECK DATE FROM 03/12/2025 - 04/02/2025

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LEGAL SERVICES LEGAL SERVICES	WASTE SERVICES	MONTHLY PRINTING BIZ HUB 650I - AGGREGATE BASE CHARGES - BIZ HUB PRINTING FROM 01/27/25 TO 02/26	CELLULAR COMMUNICATIONS SERVICE FOR 7 M ACC 6035322501167401 PURCHASES MADE IN ADDISON CREEK FEBRUARY 2025 PC OPEN RUN OFF CLAIMS- 1 REIMBURSEMENT FOR TILE FOR BATHROOM IN	MONTHLY SERVICE - 100 W PALMER MONTHLY SERVICE - N WOLF RD & WHITEHALL	07918116-NORL- CITY HALL SUPPORT SERVIC ANNUAL MICROSOFT UPDATE SERVER CLOUD SE ADOBE SERVICES RENEWAL	RANDOM DRUG TEST (10) DRUG SCREEN FOR LISETTE CARERRA	ELECTRIC BILL - 2993582222 ACC 8771201690400696 220 S WOLF RD INTERNET BILL - 8771 20 169 0260793 ADDITIONAL FEE FOR RENEWAL: ED72218 PLATE RENEWAL: 484897,484900 &ASS11150 MONTHLY SERVICE: CITATIONS BUILDING DEPARTMENT TRAINING FOR PERIOD SIGN MAKING SUPPLIES ANNUAL MANAGEMENT FEES	PROFESSIONAL SERVICES FROM JANUARY 26, PROFESSIONAL SERVICES PREFORMED 10/27/2 ENGINEER VI SERVICES FROM 01/26/25 TO ENVIRONMENTAL RESOURCE SPECIALIST SERVI	RENEWAL OF BUSINESS PREMIUM REIMBURSEMENT FOR BROOMS & TOILET PAPER PHYSICAL THERAPY FOR ROBERTO HERNANDEZ PHYSICAL THERAPY - FOR ROBERTO HERNANDE PHYSICAL THERAPY FOR ROBERTO HERNANDEZ BOBCAT REPAIRS		Description
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QUADIENT LEASING USA INC
SAFEBUILT ODELSON, MURPHEY, FRAZIER & MCGRATH MENARDS MARK RAIL TRADE PRINT THE SHERWIN-WILLIAMS CO. T MOBILE STANDARD EQUIPMENT CO. SMITHEREEN PEST MANAGEMENT SALOMON ANGULO SAFEBUILT LLC OTC BRANDS, NORTHERN DOOR GARAGE Vendor Name ENHANCED NETWORKS, INC. CURRIE MOTORS FLEET COMCAST BUSINESS COMMONWEALTH EDISON COMPANY CHICAGO TRIBUNE AT&T AGENT FERNANDO GODOY 4IMPRINT INC WEST CENTRAL MUNICIPAL WATER RESOURCES WAREHOUSE DIRECT WAREHOUSE DIRECT VERIZON LEE JENSEN SALES INC co., ELECTRIC ELECTRIC REIMBURSEMENT RADIO DETECTION PHONE BILL - 7083458684645 5 ACCT 293332740 MONTHLY INTERNET CLASSIFIED LISTINGS, ONLINE PM INSPECTION OF VACTOR ACCT979804135 MONTHLY PHONE BILL REGULARLY SCHEDULED PC SERVICE REGULARLY SCHEDULE PC SERVICE REGULARLY SCHEDULED PC SERVICE BD Bond Refund BUILDING PERMIT # FIRE ALARM NORTHLAKE PLANS REVIEW FOR 53 W NORTH AVE MAIL MACHING 01-05-2025 TO 04-04-2025 YOUTH COMISSION - VALENTINE'S DAY CRAFT LEGAL SERVICES RENDER REPAIRS TO GARAGE DOORS/OPENERS Description NEW POLICE SQUAD IT PROJECT 27 COMMUNITY PROMOTIONAL ITEMS EAP FOR 2025 MISC MERCHANDISE FOR CITY HALL OFFICE SUPPLIES MONTHLY WIFI MOBILE BROADBAND SERVICES (2 MONTHS) INCIDENT CARDS (35000) PAINT REGULAR PEST CONTROL ACC 8771201690130657 INTERNET @ PUBLIC ELECTRIC ELECTRIC ELECTRIC UB refund for account: 4301000047-02 3" METER PIT REGISTER PRINTER TONER PW 60 (20 BRASS FITTINGS PORTABLE WORK LIGHTS SHRED BILL -BILL -BILL -BILL -INSPECTION BILL 2847523333 8393372222 RECEIVER FOR LOCATING 8514763000 0375766111 114093700C ı @ 1 KING 316 LA PW 39,381.00 2,271.62 375.00 4,392.50 4,767.50 3,110.00 2,104.83 4,708.21 360.10 765.26 1,125.36 8,550.00 510.15 588.52 200.99 159.00 125.00 174.71 167.50 235.82 151.82 221.00 475.00 452.58 140.00 812.38 330. 525.14 669.00 448.00 25.98 57.54 219.30 456.50 378.01 481.46 26.19 29.43 86.61 94.00 95.00 83.52 Amount 72.08 69.99 70.00 .92

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PANIC ALARM - EQPT&MAINTENANCE QUARTERL CITYWIDE GARBAGE PICKUP PROFESSIONAL SERVICES THROUGH 02/28/25	ANNUAL BACKUP CLOUD SERVICE REPLACEMENT COMPUTER EQUIPEMNT FOR LUZ, ANNUAL BACKUP CLOUD STORAGE, GOVERNEMNT	MONTHLY COMM CHARGE (IN-CAR COMPUTERS) UB refund for account: 2202000327-00 RECORDS MGMT SOFTWARE (NEW) AMMO- SRT CLEANING OF COMMUNITY CENTER VEHILCE MAINT: SQUAD 901 708 343-0084 623 0 - PHONE BILL PHYSICAL THERAPY FOR ROBERTO HERNANDEZ CLEANING SERVICES FOR PD & CITY HALL - SCANNING SERVICES FOR PD & CITY HALL - SCANNING SERVICES IN LARGE FORMAT SERVICE LINE IDENTIFICATION FLOOR JACK INSPECTION/ CERTIFICATION 5794352000 - ELECTRIC BILL 7647172111 - ELECTRIC BILL 8771 20 169 0032259 - INTERNET BILL 8771 20 169 0032259 - INTERNET BILL 962376285 - PHONE BILL 962376285 - PHONE BILL ACC 8771201690262419 WIFI 319 E. MORSE TITLE AND REGISTATION: NEW VEHICLE CATERING FOR CAROL LAMPARD'S RETIREMENT CITY PROSECUTOR FEES 400001690191 - ELECTRIC BILL 2 PICTURE FRAMES	UNIFORM ALLOWANCE: WHITSON UNIFORM ALLOWANCE: PESOLI UNIFORM ALLOWANCE: POREBSKI/ CM2398747	COMMUNITY PROMOTIONAL ITEMS COMMUNITY PROMOTIONAL ITEMS COMMUNITY PROMOTIONAL ITEMS COMMUNITY PROMOTIONAL ITEMS	VEHICLE MAINT: SQUAD 910 VEHICLE MAINT: SQUAD 913	WATER BILL - 0500000000	BIZHUB C368 MONTHLY PRINTING 02-26-2025 BIZHUB C658 (15A) - MONTHLY INVOICE FOR	OFFICE SUPPLIES VEHICLE MAINT: SQUAD 927 INTERN: 03-02-2025 TO 03-15-2025	Description
840.20 89.04 2,000.00 116.00	100.00 280.20 460.00	437.47 80.22 25,000.00 31.72 900.00 357.00 1,092.83 655.03 3,710.00 22,500.00 110.00 687.11 451.07 405.80 14.65 415.11 173.30 316.00 787.50 2,000.00 10,388.70 68.38	29.99 321.28 277.01 628.28	1,034.12 1,703.95 343.32 1,386.87 4,468.26	529.39 88.20 617.59	1,152.91	21.31 125.48 146.79	584.01 103.52 396.00	Amount

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YAJAIRA SANCHEZ	WAREHOUSE DIRECT	THOMPSON RENTAL STATION INC TRANSAMERICA RETIREMENT ULINE	THOMPSON ELEVATOR INSPECTION	ROESCH FORD RUSSO'S POWER EQUIPMENT SAFELITE FULFILLMENT SAMS CLUB DIRECT SHEILA MORGAN TECHNOLOGY MANAGEMENT THE BUSINESS PRESS	RAY O'HERRON CO. INC.	MERCURY SYSTEMS CORPORATION MEZZ HEATING & COOLING INC. MIGUEL GONZALEZ NORCOMM PUBLIC SAFETY COMM NORTH EAST MULTI-REGIONAL INC. ODELSON, MURPHEY, FRAZIER & MCGRATH PABLO SILVA	MENARDS	MCCORMICK & WAGNER, LLC	MANNHEIM AUTOMOTIVE AND BRAKES INC	GLENROCK ILLINOIS PUBLIC RISK FUND ILLINOIS STATE POLICE JEAN RIZZI JEFF SHERWIN LUZ LETAMENDI	Vendor Name
REFUND FOR CANCELLATION OF SANDRA VASQU	TONER PURCHASE OFFICE SUPPLIES	FLOOR SAW RENTAL RESTORATIONS BANEY REMAINING SICK TIME TO BE PAID IN BATHROOM SUPPLIES	R&R MOD PERMIT INSPECTION 3 ELEVATOR CODE INSPECTIONS R&R MOD PERMIT RE-INSPECTION 7 ELEVATOR CODE INSPECTIONS 4 ELEVATOR CODE INSPECTIONS	SWITCH REPLACEMENT CITYWIDE TURE MAINTENANCE SUPPLIES VEHICLE MAINT: SQUAD 917 SUPPLIES FOR CITY HALL BINGO PRIZES COMMUNICATION MONTHLY CHARGE: 2-28-2025 APRIL NEWSLETTERS	UNIFORM ALLOWANCE: POREBSKI UNIFORM ALLOWANCE: LETTIERI UNIFORM ALLOWANCE: MOWINSKI UNIFORM ALLOWANCE	COMMUNICATION: ZETRON POWER SUPPLY HEATING SERVICES @ CITY CENTER REFUND FOR CANCELLATION OF COMMUNITY CE RADIO EQPT LEASE: 04-01-2025 TO 06-30-2 TRAINING: PESOLI LEGAL SERVICES RENDERED IN FEB OF 2025 CANCELLATION OF COMMUNITY CENTER RENTAL	MISC. JOB SUPPLIES JOB SUPPLIES (2) WIRE WHEELS	PROFESSIONAL SERVICES RENDERED	VEHICLE MAINT: SQUAD 905 VEHICLE MAINT: SQUAD 925	BRIDGE PLAQUE INSTALL SUPPLIES MAY WORKERS' COMPENSTATION & MAY ADMIN OFFENDER REGISTATION FUND BINGO SUPPLIES FOR SENIOR CLUB REIMBURSEMENT FOR MATERIAL FOR CHAIR RE REIMURSEMENT FOR SCRIBE- GUIDE PROGRAM	Description
225.00	469.18 411.42 880.60	390.35 38,965.56 47.97	100.00 135.00 100.00 315.00 180.00	38.63 1,897.22 324.77 120.68 58.58 437.47 1,649.00	179.95 67.49 303.07 332.68 883.19	359.29 238.00 225.00 180.00 40.00 1,062.50 225.00	74.83 22.98 19.98 117.79	850.00	309.46 218.99 528.45	33.46 20,606.00 20.00 92.52 5.50 87.00	Amount

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Check Date Bank

CHECK REGISTER FOR CITY OF NORTHLAKE

CHECK DATE FROM 03/12/2025 - 04/02/2025

Total of 122 Checks: Less 0 Void Checks:

Check

Total of 122 Disbursements:

Vendor Name

Description

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Check Register Report For City Of Northlake For Check Dates 03/12/2025 to 04/02/2025

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Check Date	Bank	Check Number Name	Name	Check Gross	Physical Check Amount	Direct Deposit Status
03/21/2025	GEN	80594	AFLAC	727.60	727.60	0.00 Open
03/21/2025	GEN	80595	COLONIAL LIFE INSURANCE COMPANY	403.26	403.26	0.00 Open
03/21/2025	GEN	80601	LEYDEN AREA UNITED WAY	16.00	16.00	0.00 Open
03/21/2025	GEN	80598	NATIONWIDE RETIREMENT SOLUTIONS	2,950.47	2,950.47	0.00 Open
03/21/2025	GEN	80597	NCPERS GROUP LIFE INSURANCE	76.00	76.00	0.00 Open
03/21/2025	GEN	80599	SECURITY BENEFIT	2,333.84	2,333.84	0.00 Open
03/21/2025	GEN	80600	SEIU LOCAL 73 COPE	664.74	664.74	0.00 Open
03/21/2025	GEN	80596	TRANSAMERICA RETIREMENT SOLUTIONS	4,209.31	4,209.31	0.00 Open
03/21/2025	GEN	80602	TRANSAMERICA RETIREMENT SOLUTIONS	1,037.59	1,037.59	0.00 Open
Totals:			Number of Checks: 009	12,418.81	12,418.81	0.00

Total Physical Checks: Total Check Stubs:

9

JEFFREY T. SHERWIN

MAYOR



CAROL LAMPARD
FINANCE DIRECTOR

TO:

City of Northlake Alderpersons

City of Northlake Mayor

FROM:

Ismael Jimenez, Finance Director

RE:

Youth Commission Expenditures

DATE:

March 25, 2025

The following Commission expenditures are being submitted for Finance Committee review and approval:

Youth Commission:

Bingo Prizes: \$58.58



Date:

City of Northlake 55 E. North Avenue – Northlake, Illinois 60164 Phone 708-343-8700 Fax 708-343-8708

PURCHASE ORDER

Department		Fund No.	
Vendor	outh commission	n	
5)	eile Morgan	Requested by She. Date 3-17-25	laporsar
Quantity	Description		Unit Price Total price
	Bingo 3-12-25	Prizes	53.25 5.33
		00-21-	83703
Total			\$58.58
Funds Encun		Authorized by:	ot. Head/Commission Chair
Budget Offic	er	,	



10. III 4 1 00104 2310			
DESCRIPTION	e==== YTQ	PRICE	
CRAYOLA BODY SOAP STAMPER ASTD CRAYOLA BODY SOAP STAMPER ASTD DP JUMBO ROCKET DP SHOT STAMPER BODO DP RACKET GAME 4PC MINI SWIRL LOLLIPOP 7 CT BAG LED RAINBOW WATER BALL PDQ LED RAINBOW WATER BALL PDQ LED RAINBOW WATER BALL PDQ SCENTOS SCENTED MARKERS TANGLE WILD FIDGET BRACELET SCENTOS SCENTED MARKERS TANGLE WILD FIDGET BRACELET LED RAINBOW WATER BALL PDQ DP SHARK/LOBSTER GRABBER DP AUTOMATIC H20 BLASTER NESTLE BUTTERFINGER 6PK 3.9Z REESES PB CUP SS 4PK 2.2 0Z DP PULL BACK RACE CAR SET 6PC JUMBO CHALK 3PC ASTD NESTLE BABY RUTH 6PK 3.9Z BUBBLE-SL 3PK 4 0Z CC EXTRA SPEARMINT GUM 3PK 1.491Z CRAYOLA BODY SOAP STAMPER ASTD SCRAYOLA BODY SOAP STAMPER ASTD CASH CHANGE ====>	111111111111111111111111111111111111111	1.25 3.00 3.00 1.25 5.00 1.25 1.25 1.25 1.25 1.25 1.25 1.25 1.25	3.007 3.007 3.007 1.257 5.007 1.257

CHANGE ===> \$-41.42

NOW SHOP ON-LINE AT DOI.LARTREE.COM
2235 01080 03 021 27923880 3/12/25 8:20
Sales Associate: Julissa

JEFFREY T. SHERWIN

MAYOR



CAROL LAMPARD

FINANCE DIRECTOR

TO:

City of Northlake Alderpersons

City of Northlake Mayor

FROM:

Ismael Jimenez, Finance Director

RE:

Youth Commission Expenditures

DATE:

March 27, 2025

The following Commission expenditures are being submitted for Finance Committee review and approval:

Youth Commission:

Bingo Prizes: \$92.52



Pink Copy - Department File

ATE

Goldenrod Copy — Department return to Finance Department after goods have been received

FUNDS ENCUMBERED

BUDGET OFFICER

CITY OF NORTHLAKE

P.O.

4527

55 E. NORTH AVENUE • NORTHLAKE, ILLINOIS 60164 PHONE 708-343-8700 • FAX 708-343-87Q8

PURCHASE ORDER

FUND NO.

THIS ORDER NUMBER MUST APPEAR ON ALL PACKAGE AND PAPERS RELATING TO THIS ORDER.

T DESCRIPTION	UNIT PRICE	TOTAL PRICE
Supplied see sitchee let from Walmart		37.61
Denne elekter To.		55.5
Jean R1221 SIOGE LEMOYNEST. Northwake. I boll		• 888 }
00 - 20 - 83 7 9 9 TAX EXEMPTION NBR. E9998-1440-02		92.63
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AUTHORIZED BY:

MAYOR

N.L. SENIOR CLUB



7209 (708) 531 - 0807 NORTHLAKE, IL 03/21/25 11:34 5835 06358 004

JENNIE

E 980029987 COFFEENATESF 980029987 COFFEENATESF 990008441 FG 43.6 CLSF SUBIOTAL 16X 1 10.000 % TRX 1 10.000 % TRX 2 2.260 % CASH TEND mun

Download the Sam's Club app & make shopping east with Scan & Go checkout. Curbside Pickup, Same-Day Delivery & more. Visit SamsClub, com/ShopEssy. Fees & terms may apply

John ITEMS SOLD

N.L. SCHIOR CLUB

You could win a \$1000 GiftCard! Visit survey.walmart.com#7VNPJJNY46G For nore details,see Sack of receipt.

Walmart 2,5

VB-409-0049 Mgr:JAMIE 137 W NORTH RUE NORTHLAKE IL 60164 ST# 01933 OP# 005984 TE# 16 TR# 08651

CASH TENL TAX XX

######



Get free delivery

12:04:37 Scan for 30-day free trial.

8322, JEAN



City of Northlake Office of Mayor Jeffrey T. Sherwin

55 E. North Ave. Northlake, IL 60164 (708) 343-8700 (708) 343-8038

Memorandum

Date:

March 27, 2025

To:

CITY COUNCIL MEMBERS

From:

Mayor Jeffrey T. Sherwin

Re:

2026 Infrastructure, Infrastructure Going Forward

I am proposing the following schedule for the 2026 infrastructure program.

- 1. 100 lead service replacements;
- 2. Finish up pump station, replacement of Hanson Park equipment, incoming and outgoing water mains to pump station;
- 3. New watermain on East Drive, re-surfacing, ornamental lighting;
- 4. New water main, resurface Soffel Avenue;
- 5. New watermain, resurface 400 block of Roy.

Besides the foregoing, we will have the rehab of Fulroy Park in the works, finishing up the wetland area between 45th and 46th Avenues and knocking down the stores at Fullerton and Roy.

In 2027, we will have re-surfacing of South Wolf Road (80% paid through the Council of Mayors) along with new water main, new water main and resurfacing in the residential area behind Home Depot, and possible replacement of water main on Lake Street, west of Wolf Road. Also, continuation of lead service replacement.

In 2028, start replacement of water main on Whitehall, with re-surfacing, new

water main and re-surfacing of area north of Villa Scalabrini, continue with lead service replacement, new water main on LaPorte from Lyndale to Fullerton.

In 2029, we would complete resurfacing and water main replacements on Whitehall.

Of course, things will remain fluid, and the schedule may be shuffled around depending on funding availability and other items that may come up. We have grant applications pending for other projects such as replacement of water mains on Victoria west of Roy and have funding lined up for reconstruction of Railroad Avenue between Lake Street and North Avenue.

In any event, there is no shortage of work to be done, and we are extremely fortunate to have the capability to proceed with this work.

THE CITY OF NORTHLAKE

COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER R-11-2025

A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS 200 EAST FULLERTON AVENUE IN THE CITY OF NORTHLAKE, COOK COUNTY, ILLINOIS

JEFFREY T. SHERWIN, Mayor NANCY PAULETTO, Clerk

JAIME S. CONTRERAS
PENNY FELDMANN
RICHARD GROCHOWSKI
NORMAN JOHNSON
FRANCINE PATTI
ALEX SOSA
PAUL T. STRAUBE, SR.
JUAN URBINA
Aldermen

RESOLUTION NO. R-11-2025

A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS 200 EAST FULLERTON AVENUE IN THE CITY OF NORTHLAKE, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of Northlake ("Northlake") have determined that it is necessary and desirable that certain real property located within Northlake which is commonly known as 200 East Fullerton Avenue and is legally described on Exhibit "A" attached hereto ("Subject Property") be acquired by Northlake; and

WHEREAS, the Subject Property is being acquired by Northlake in order to promote the public health, safety and welfare.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Northlake, Cook County, Illinois, in the exercise of Northlake's home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Mayor and City Council hereby authorize the acquisition the Subject Property for a purchase price of Four Hundred Twenty Thousand Dollars (\$420,000.00) pursuant to the terms and conditions of a Real Estate Purchase Agreement between the City and the title holder of record in substantially the form attached hereto as Exhibit B subject to such amendments as may be approved by the Mayor.

SECTION 3: The Mayor, City Clerk and City Attorney are authorized to execute any documents necessary to complete the acquisition of the Subject Property.

SECTION 4: If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

SECTION 5: All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this 7^{th} day of April 2025 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Contreras				
Feldmann				
Grochowski				
Johnson				
Patti				
Sosa				
Straube				
Urbina				
(Mayor Sherwin)				
TOTAL				

APPROVED by the Mayor on April 7, 2025.

	Jeffrey T. Sherwin MAYOR	
ATTEST:		
Nancy Pauletto CITY CLERK		

EXHIBIT "A"

Legal Description

LOT FORTY (40) IN BLOCK THREE (3) IN MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE NO. 12, A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER 1/40 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 12-29-306-021-0000

Adress: 200 East Fullerton Street, Northlake, Illinois 60164

EXHIBIT B PURCHASE AND SALE AGREEMENT

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

CERTIFICATION

I, Nancy Pauletto, do hereby certify that I am the duly qualified and elected Clerk of the City of Northlake, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the city of Northlake, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Resolution No. R-11-2025, "A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS 200 EAST FULLERTON AVENUE IN THE CITY OF NORTHLAKE, COOK COUNTY, ILLINOIS," adopted and approved by the Mayor and City Council of the City of Northlake, Illinois on April 7, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the City of Northlake, Cook County, Illinois this 7th day of April 2025.

NANCY PAULETTO City Clerk City of Northlake Cook County, Illinois

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the ____ day of April 2025 ("Effective Date"), by and between Leonardo Colella and Caterina Colella, as co-trustees of the Leonardo Colella and Caterina Colella Declaration of Trust dated May 2, 2002 (collectively "Seller") and the City of Northlake, Illinois ("Buyer") (collectively "Parties").

RECITALS

- A. Seller owns the real estate, which is commonly known as 200 East Fullerton, Northlake, Illinois ("Property") and which is improved with a three (3) unit retail building containing 4,278 square feet and which is legally described on Exhibit "A" attached hereto and incorporated herein by reference.
- B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Real Estate in accordance with the terms and conditions hereinafter set forth.
- **NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
- 1. Agreement to Purchase. Seller agrees to sell, convey and assign or cause to be sold, conveyed and assigned to Buyer and Buyer agrees to purchase the Property.

2. Purchase Price.

- A. The purchase price ("Purchase Price") for the Property shall be the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00) plus or minus prorations, as provided.
- B. Within ten (10) business days after the Effective Date of this Agreement. Buyer shall deposit with the Title Company as its earnest money deposit (the "Earnest Money") the sum of Five Thousand Dollars (\$5,000.00). At Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price. All interest (if any) earned on the Earnest Money shall be paid to Buyer.
- 3. Conveyance and Possession. Seller shall convey or cause to be conveyed to Buyer or Buyer's nominee by a recordable warranty deed or trustee's deed ("Deed") good title in fee simple to the Property, subject only to: (a) general real estate taxes not due and payable as of the date of the Closing; and (b) such easements, covenants, conditions and restrictions recorded against the Property which are approved by Buyer (collectively referred to as "Permitted Exceptions"). Subject to any leases approved by Buyer, Seller shall deliver possession of the Property to Buyer at Closing.
- 4. **Time of Closing.** Subject to the conditions precedent contained in this Agreement, the consummation of the transaction ("Closing") shall take place through an escrow arrangement with Chicago Title Insurance Company or Fidelity National Title Company ("Title Company") on or before May 15, 2025 or sooner by agreement of the Parties. The Closing shall take place at the Title Company's office located closest to the Property.

5. Closing Escrow. The transaction contemplated by this Agreement shall be closed through an escrow arrangement ("Escrow") with the Title Company, in accordance with the provisions of the deed and money escrow then in use by the Title Company (the "Escrow Agreement"), with such special provisions inserted in the Escrow Agreement as may be required to conform with the terms of this Agreement. The cost of the Escrow and the cost of the so-called "New York Style" closing, if any, shall be divided equally between Seller and Buyer. Seller and Buyer shall make all deposits into the Escrow at the Closing.

6. Documents to be Delivered at Closing.

- A. At the Closing, Seller shall deliver to Buyer all documents necessary to consummate the subject transaction, including the following, all in a form and substance reasonably satisfactory to Buyer;
 - (1) The Deed;
 - (2) The Title Policy;
 - (3) A non-foreign affidavit executed by Seller in accordance with this Agreement;
 - (4) An affidavit of title executed by Seller in standard form, subject only to the Permitted Exceptions;
 - (5) A Bill of Sale for all personal property and fixtures located on the Property as of the Effective Date; and
 - (6) All affidavits certificated and other documents requested of Seller by the Title Company, which are usual and customary for a transaction of the nature contemplated by this Agreement to issue the Tille Policy (as hereinafter defined) or otherwise reasonably required of Seller for the Closing.
 - (7) All leases affecting the Property.
- B. At the Closing, Buyer shall deliver (i) the Purchase Price in cash, certified check or by wire transfer of federal funds to the Title Company for the benefit of Seller, subject to the prorations described in this Agreement, and (ii) all affidavits, certificates and other documents requested of Buyer by the Title Company, which are usual and customary for a transaction of the nature contemplated by this Agreement involving the sale of commercial Property, to issue the Title Policy or otherwise reasonably required by Buyer for the Closing.
- C. At the Closing, Seller shall cause the Title Company to issue and deliver to Buyer an Owner's Policy of Title Insurance in the amount of the Purchase Price ("Title Policy"), showing Buyer as title holder to the Property in fee simple, subject only to the Permitted Exceptions and containing extended coverage over the general exceptions. The issuance by the Title Company of the Title Policy and such endorsements shall be a condition of the Closing.

- D. At or prior to the Closing, Seller and Buyer shall jointly execute and deliver necessary real estate transfer tax declarations and a closing statement.
- Fiffective Date, the following documents ("Seller's Deliveries"): (a) copies, if any, of all final, written, third-party reports regarding soil conditions, ground water, wetlands, underground storage tanks, subsurface conditions and/or other environmental or physical conditions relating to the Property, in Seller's possession control; (b) copies, if any, of all surveys relating to the Property, in Seller's possession or control; (c) copies, if any, of Seller's most recent owner's title policy issued in connection with the Property and the most recent survey of the Property; (d) copies of any leases affecting the Property; and (e) copies of all, if any, of the following in Seller's possession or control: subdivision plans or plats, variances, parcel maps or development agreements relating to the Property; and licenses, permits, certificates, authorizations, or approvals issued by any governmental authority in connection with the construction, ownership, use and occupancy of the Property.

8. Title and Survey.

- A. Following the execution of this Agreement, Seller shall order a title commitment ("Title Commitment") to issue an Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price bearing an effective date on or subsequent to the Effective Date, showing title to the Property in the name of Seller and naming Buyer as the proposed insured together with copies of all covenants, conditions, easements, restrictions and other title exceptions affecting the Property. Not later than the Closing, Seller shall cause all exceptions contained in the Title Commitment, other than the Permitted Exceptions, to be removed from the Title Commitment or insured over in a manner reasonably acceptable to Buyer. In the event Seller fails or refuses to cure or commit to cure any of the exceptions other than the Permitted Exceptions, Buyer may elect to terminate this Agreement, whereupon Seller shall cause the Earnest Money, if any, to be immediately returned to Buyer. Seller shall be responsible for all costs relating to the Title Commitment and Title Insurance except for endorsements required by Buyer or Buyer's lender, which shall be paid for by Buyer.
- B. Following the execution of this Agreement, Seller shall obtain a currently dated boundary survey of the Property ("Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Buyer and the Title Company by such surveyor as being true and accurate setting forth: (I) the legal description of the Property; (ii) all boundaries, courses and the dimensions of the Property. The survey shall reveal no encroachments onto the Property from adjacent property, and no encroachments by or from the Property onto any adjacent property. The surveyor shall physically stake or monument all corners of the Property, and the Survey shall indicate all flood zone map designations applicable to the Property. The cost of the Survey shall be paid by Seller.
- C. Within twenty-one (21) days after Buyer has received the Title Commitment and the Survey ("Title & Survey Objection Date"), Buyer shall notify Seller ("Objection Notice") which of the liens, encumbrances and other matters described in the Title Commitment or on the Survey that are unacceptable to Buyer ("Unpermitted Matters"). Any items to which Buyer does not object prior to the expiration of the Title & Survey Objection Date shall be deemed to be permitted exceptions ("Permitted Exceptions"). Seller shall then have fourteen (14) days after Seller's receipt of the Objection Notice to (I) remove such Unpermitted

Matters or remedy the same in a manner reasonably satisfactory to Buyer and deliver to Buyer a revised Title Commitment and/or Survey reflecting such cure, or (ii) deliver a written election agreeing to cause all such matters to be removed or endorsed over, prior to or at the Closing, which election shall be binding on Seller ("Seller's Objection Notice Response"). If Seller is unable to remove all such Unpermitted Matters or does not provide Buyer with Seller's Objection Notice Response agreeing to cause all Unpermitted Matters to be removed or endorsed over (with insurance acceptable to Buyer) within said fourteen (14) day period, then in Buyer's discretion, Buyer shall have the option of (i) proceeding with this Agreement, or (ii) terminating this Agreement, in which event the Earnest Money shall be returned to Buyer and neither Party shall have any further obligations or liabilities hereunder. Buyer shall exercise one of its options set forth in the preceding clause by providing written notice thereof to Seller on or before the date which is fourteen (14) days after Buyer has received Seller's Objection Notice Response or the expiration of the fourteen (14) day period within which Seller was to provide Seller's Objection Notice Response, whichever is applicable, and if Buyer fails to provide such notice within such time, then Buyer shall be deemed to have elected to proceed with the Closing and agrees that it will not voluntarily or involuntarily create any additional encumbrances on the Subject Property prior to the Closing without the prior written consent of Buyer. In the event an additional encumbrance on the Subject Property is created prior to Closing without the prior written consent of Buyer, such additional encumbrance shall automatically be deemed an Unpermitted Matter. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove (or cause the Title Company to affirmatively insure over with insurance reasonably acceptable to Buyer) at Seller's expense: (i) any mortgages or deeds to secure debt securing any financing obtained by Seller; (ii) any mechanics or materialmen's liens for work done by or on behalf of Seller, and (iii) any other monetary liens.

9. **Contingency Period.**

- A. Notwithstanding anything in this Agreement to the contrary, for a period commencing on the Effective Date and ending thirty (30) days thereafter ("Contingency Period"), Buyer's obligations under this Agreement shall be contingent upon Buyer's satisfaction with: (a) the condition and characteristics of the soil of the Property, or any part thereof, and of any engineering investigation of the Property, (b) the environmental condition of the Property and the potential for the Property to be impacted by environmental contamination from other properties in the vicinity of the Property, (c) documentation of any covenants, conditions and restrictions and other exceptions to title of record, (d) the conditions of title to the Property and the Survey, (e) the appraised value of the Property and (f) any and all other documentation or evidence relating to the ownership, zoning, value, expense and operation of the Property. If Buyer, in its sole discretion, is not satisfied with the results of any of the foregoing matters or any other aspect of the Property, then Buyer shall have the right to terminate this Agreement by written notice to Seller.
- B. Buyer, its agents, representatives and employees may, from and after the execution and delivery of this Agreement and from time to time, thereafter, enter upon the Property and make soil, environmental and engineering tests, inspect and audit the Property and records of Seller, if any, with respect thereto for such purposes as Buyer may require. Seller shall furnish Buyer with copies of and extracts from Seller's records, document and instruments with respect to the Property, if any, and provide Buyer and its representatives full and complete

access to the Property. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against all liability and cost for damage or injury caused by Buyer and its agents, representatives, contractors and employees in performing said tests and inspections. If and to the extent Buyer or its agents, representatives or employees shall damage the Property during the performance of any soil, environmental and engineering tests and inspections of the Property, Buyer agrees to restore the Property to as near as may be possible to the condition it existed prior to the occurrence of such damage.

10. Seller's Covenants, Representations and Warranties.

- A. Seller warrants and represents to Buyer as follows:
 - Between the date of the execution of this Agreement and the Closing, Seller shall not, without first obtaining the written consent of Buyer, enter into any contracts or agreements or leases pertaining to the Property which would survive the Closing and be binding upon Buyer or the Property.
 - 2. At the time of Closing, Seller will own the Property free and clear of all liens, claims, encumbrances, and rights of others except for the Permitted Exceptions. Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. Neither Seller nor any person or entity claiming by, through or under Seller has or will have, at any time or times prior to the Closing, done or suffered anything whereby any lien, encumbrance, claim or right of others has been or will be created on or against the Property or any part thereof or interest therein.
 - 3. As of the Closing and as conditions precedent to Buyer's obligation to close hereunder, except as provided in this Agreement there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities (other than non-delinquent general real estate taxes), contract liabilities or tort liabilities for which or to which Buyer or the Property will be liable or subject.
- 11. **Property Being Sold "AS IS".** Seller makes no representations or warranties relating to the condition of the Property. Buyer acknowledges and agrees that it is purchasing the Property based solely upon Buyer's inspections and investigations of the Property, and that Buyer will be purchasing the Property "AS IS" and "WITH ALL FAULTS," based upon the condition of the Property as of the date of this Agreement. Without limiting the foregoing, Buyer acknowledges that neither Seller nor its officers, agents or employees have made any representations or warranties of any kind upon which Buyer is relying as to any matters concerning the Property, including, but not limited to, the condition of the land or improvements if any, comprising the Property, the existence or nonexistence of any hazardous materials, economic projections and market studies concerning the Property, any development rights, covenants, conditions and restrictions affecting the Property, water or water rights, topography, drainage, soil, subsoil of the Property, the utilities serving the Property or any zoning or building laws, rules or regulations or "Environmental Laws" (hereinafter defined) affecting the Property. Buyer hereby

releases Seller, its officers, agents and employees from any and all liability in connection with any claims which Buyer may have against Seller, its officers, agents or employees, and Buyer hereby agrees not to assert any claims or contribution, cost recovery or otherwise, against Seller, its officers, agents or employees, relating directly or indirectly to any condition including but not limited to, the existence of asbestos or any hazardous materials on, or environmental conditions of, the Property, whether known or unknown. As used herein, "Environmental Laws" means any and all federal, state and local statutes, codes, regulations, rules, ordinances, orders, standards, permits, licenses, policies and requirements (including consent decrees, judicial decisions and administrative orders) relating to the protection, preservation, remediation or conservation of the environment or worker health or safety.

- 12. **Taxes.** The real estate taxes shall be prorated based upon one hundred five percent (105%) of the most recent ascertainable tax bill(s) for the Property. All prorations shall be final.
- 13. Leases. At the Closing, there will be no leases or other occupancy agreements in effect with respect to the Property except for the leases approved by Buyer in writing.
- 14. Closing Costs. Seller shall pay all title charges and expenses of or relating to the Title Commitment and the Title Policy, including extended coverage except for endorsements required by Buyer. Seller shall pay one-half (1/2) of any escrow charges imposed by the Title Company necessary to effectuate the sale contemplated by this Agreement. Buyer shall pay one-half (1/2) of any escrow charges imposed by the Title Company and any endorsements required by Buyer.
- 15. **Brokers.** The Parties mutually warrant and represent to each other that neither party has authorized any broker to act on its behalf in respect of the transactions contemplated hereby and that neither has dealt with any broker in connection therewith. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all claims, demands and lawsuits by any other broker or other person for commissions or other compensation bringing about the transactions contemplated of such other broker or other person by Seller. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands and lawsuits by any other broker or other person for commissions or other compensation bringing about the transactions contemplated of such other broker or other person by Buyer.
- 16. **Notice of Default.** Notwithstanding anything herein contained to the contrary, no party alleged to be in default hereunder shall be deemed to be in default unless and until the party alleging such default has sent written notice to the other party by certified mail, return receipt requested, specifying the nature of the alleged default and such alleged default has not been cured within fourteen (14) days after the receipt of such notice.
- 17. Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, the exhibits annexed hereto and the instruments and documents referred to herein, which alone fully and completely express their agreements, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. Each party expressly acknowledges that, except as expressly provided in this Agreement, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated thereby. The preparation of this Agreement has been a joint effort of the parties hereto and

the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 18. **Non-Foreign Affidavit.** Seller shall provide Buyer, on or before the date of Closing, with a non-foreign affidavit sufficient in form and substance to relieve Buyer of any and all withholding obligations under federal law.
- 19. **No Solicitation.** Seller hereby acknowledges and agrees that for so long as Buyer is not in default under this Agreement beyond any applicable cure period for which notice of default has been given, Seller shall not solicit, discuss, entertain or accept any formal or informal offers or enter into or emerge in any discussions or negotiations with any other person, party or entity (other than Buyer, in any way relating to or with a view towards the sale, leasing or other disposition of the Property or any part thereof.
- 20. **Modifications.** No modifications, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought.
- 21. **Notices.** Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) email, (ii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iii) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To Seller:

Leonardo Colella
4032 North Judd
Schiller Park, Illinois 60176
Email:

To Sellers' Attorney:

Justin R. Gaffney
Gaffney & Gaffney PC
1771 Bloomingdale Road

Glendale Heights, Illinois 60139 Email: jgaffneylaw@gmail.com

To Buyer: City of Northlake

55 East North Avenue
Northlake, Illinois 60164
Attn: Mayor Jeffrey T. Sherwin

Email: northlakemayor@comcast.net

To Buyer's Attorney: Mark H. Sterk

Ancel Glink

4544 West 103rd Street, Unit 2NE

Oak Lawn, Illinois 60453 Email: msterk@ancelglink.com

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

- 22. Approval by City Council. This Agreement is contingent upon its approval by the Northlake City Council within twenty-one (21) days of the Effective Date. In the event that the Northlake City Council fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Agreement.
- 23. **Governing Law and Venue.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois. The venue for any litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois.
- 24. **Captions.** The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- 25. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26. **Partial Invalidity.** Seller and Buyer intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in this Agreement herein is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Seller and Buyer that such portion, provision or provisions shall be given force to the fullest extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Buyer and Seller under the remainder of this Agreement shall continue in full force and effect.
- 27. **Time for Performance.** Time is of the essence of this Agreement and of each and every term and condition hereof. In the event the time for performance hereunder falls on a Saturday, Sunday or legal holiday, the time for performance shall be on the next day that is not a Saturday, Sunday or legal holiday.
- 28. Waiver of Provisions. The terms, covenants, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, contingency, or breach of any provision, term, covenant or warranty contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition, contingency or of the breach of any other provisions, term, covenant or warranty of this Agreement.

- 29. **No Personal Liability of Officials.** No covenant, agreement or undertaking of Seller or Buyer contained in this Agreement shall be deemed to be a personal covenant, agreement or undertaking of any officer, employee or agent of Seller or Buyer and no officer, employee or agent of Seller or Buyer shall be personally liable under this Agreement or be subject to any personal liability in connection with or arising out of the execution, delivery and performance or nonperformance of this Agreement.
- 30. **Counterparts.** This Agreement may be executed in several counterparts, and all such separate counterparts shall constitute one Agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart.
- 31. Tax Deferred Exchange. Seller and Purchaser agree to cooperate with each other in effecting for the benefit of either party a tax deferred like-kind exchange of real property pursuant to Section 1031 of the United States Internal Revenue Code and similar provisions of applicable tate law; provided that (i) neither party shall be obligated to delay the Closing hereunder and (ii) neither party shall be obligated to execute any note, contract, deed or other document not otherwise expressly provided for in this Agreement providing for any personal liability, nor shall either party be obligated to take title to any property other than the Property as otherwise contemplated in this Agreement or incur additional expense for the benefit of the other party. Each party shall indemnify and hold the other harmless against any liability which arises or is claimed to have arisen on account of any exchange proceeding which is initiated on behalf of the indemnifying party.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Sellers:				Buyer:
Leonardo Colella and Caterina Colella, as co-trustees of the Leonardo Colella and Caterina Colella Declaration of	9	ž	×	City of Northlake,
Trust dated May 2, 2002				Ву:
				Mayor Jeffrey T. Sherwin
Leonardo Colella				Wayor demoy 1. Chorwin
Leonardo Colella				Wayor demoy 1. Chown.

EXHIBIT "A"

Legal Description

LOT FORTY (40) IN BLOCK THREE (3) IN MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE NO. 12, A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER 1/40 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 12-29-306-021-0000

Adress: 200 East Fullerton Street, Northlake, Illinois 60164

THE CITY OF NORTHLAKE

COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER R-12-2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER AND SANITARY UTILITY SERVICES BETWEEN THE TOWN OF LEYDEN AND CITY OF NORTHLAKE

JEFFREY T. SHERWIN, Mayor NANCY PAULETTO, Clerk

JAIME S. CONTRERAS
PENNY FELDMANN
RICHARD GROCHOWSKI
NORMAN JOHNSON
FRANCINE PATTI
ALEX SOSA
PAUL T. STRAUBE, SR.
JUAN URBINA
Aldermen

RESOLUTION R-12-2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER AND SANITARY UTILITY SERVICES BETWEEN THE TOWN OF LEYDEN AND CITY OF NORTHLAKE

Be it resolved by the Mayor and City Council of the City of Northlake, Cook County, Illinois, in the exercise of Northlake's home rule powers as follows:

SECTION 1: An intergovernmental agreement for water and sanitary utility services between the Town of Leyden and the City in substantially the form attached hereto as Exhibit A is approved subject to such amendments as may be approved by the Mayor.

SECTION 2: The Mayor is hereby authorized to execute the said intergovernmental agreement on behalf of the City.

SECTION 3: If any section, paragraph, clause or provision of this resolution is held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

SECTION 4: All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this 7th day of April 2025 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Contreras				
Feldmann				
Grochowski				
Johnson				
Patti				
Sosa				
Straube				
Urbina				
(Mayor Sherwin)				
TOTAL				

APPROVED by the Mayor on April 7, 2025.

	Jeffrey T. Sherwin MAYOR	
ATTEST		
	: : : : : : : : : : : : : : : : : : :	-
Nancy Pauletto CITY CLERK		

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR WATER AND SANITARY UTILITY SERVICES BETWEEN THE TOWN OF LEYDEN AND THE CITY OF NORTHLAKE

This Intergovernmental Agreement ("Agreement") is made and entered into as of April _____, 2025 (the "Effective Date"), by and between the Town of Leyden, an Illinois Township ("Township"), and the City of Northlake, an Illinois municipal corporation ("City") (collectively "Parties") for the purpose of providing water and sanitary utility services.

RECITALS

WHEREAS, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, Township is an Illinois township and unit of local government under the Illinois Township Code, 60 ILCS 1/1-1, *et seq.*, and the Illinois Constitution of 1970, and may exercise only those powers provided by law; and

WHEREAS, City is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Parties own and operate their respective combined water and sewer utility systems; and

WHEREAS, on April 5, 1990, the Parties entered into an Intergovernmental Utility Service Agreement (the "1990 IGA"), which provided that: (1) Township supply sanitary sewer service to certain areas of City at the same sewer rate Township charged similar types of customers served by Township's sewer and water utilities; (2) City provide its sewer customers' monthly water consumption data to Township and pay the sewer service charges due to Township from City's sewer customers; and (3) the 1990 IGA remain in effect until January 1, 2000; and

WHEREAS, the Parties desire to continue their respective obligations under the 1990 IGA pursuant to the terms of this Agreement; and

WHEREAS, Township has elected to purchase and distribute water to certain Township customers from City's water supply pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions in this Agreement, Township and City agree as follows:

I. PRELIMINARY MATTERS

SECTION 1: Incorporation of Recitals. The recitals to this Agreement are true, correct, material, adopted, and incorporated as Section 1 to this Agreement.

SECTION 2: Purpose. The purpose of this Agreement is to provide for: (1) Township to supply sewer use and service from Township's Combined Waterworks and Sewerage System to certain single-family residences, retail buildings, and apartment buildings located in City's corporate limits; and (2) City to provide water to Township to serve certain locations in Township's corporate limits that were previously served by Township's Combined Waterworks and Sewerage System.

SECTION 3: Prior Agreements Superseded. This Agreement supersedes and replaces all prior utility service agreements between the Parties including, but not limited to, the 1990 IGA, and said prior agreements are cancelled by the Parties' mutual consent.

II. TOWNSHIP'S SUPPLY OF SEWER USE AND SERVICE TO CITY

SECTION 4: Sewer Service. Township shall provide the use and service of its sanitary sewage collection and transport system to City's sewer customers in the area south of Grand Avenue from the Township's existing sanitary sewers on Diversey Avenue, Derrough Avenue, and Sandra Avenue to serve the single-family residences, commercial buildings, and apartment buildings described in the attached and incorporated Exhibit A (the "City Sewer Customers").

SECTION 5: Ownership of Sewer Lines. All sewer lines, manholes and related appurtenances providing a sanitary sewer outlet to City Sewer Customers, except for building sewers and lateral service lines, are and shall remain Township's property. Township shall be solely responsible for maintaining, replacing, repairing, restoring, or reconstructing said sewer lines and related appurtenances that provide sanitary sewer outlets to the City Sewer Customers.

SECTION 6: Connection to Township's Sewer System. City shall not permit any connection to the Township's sanitary sewer system, except for the presently existing building sewers and lateral sewer service lines connected to the premises of City Sewer Customers. Any new or replacement connections shall only be made with Township's prior written permission and in accordance with Township's ordinances and engineering specifications. City shall not permit any person to discharge or continue to discharge stormwater, non-domestic wastewater, or other materials prohibited by the Metropolitan Water Reclamation District of Greater Chicago, into Township's sanitary sewers.

SECTION 7: Appropriations. No prior appropriation by City shall be required to authorize payments to Township under this Agreement.

SECTION 8: Water Meters. City and Township shall equally share the cost to install water meters of appropriate type, design, and size for each water service pipe supplying water from City's water supply system to the City Sewer Customers. City shall be responsible for the installation of the water meters. Township shall reimburse City for fifty percent (50.00%) of the cost of the water meters, including the cost of installation within thirty (30) days after receiving an

invoice from City for those costs. Such meters shall be sealed and shall be maintained by City so as to accurately measure the amount of water which passes through each such water service pipe. City shall not knowingly permit any such water meter to be bypassed, obstructed or tampered with such that the amount of water supplied to any City Sewer Customer is not accurately measured. City shall cause any water meter that under-registers or over-registers the amount of water supplied to a City Sewer Customer to be promptly repaired or replaced. In the event any meter shall be found to register incorrectly, or has been bypassed, obstructed, or tampered with such that the amount of water supplied to any City Sewer Customer is not accurately measured, City shall report the inaccurate measurement to Township. The Parties shall mutually determine the reasonable water usage for such premises and adjust the invoices to be paid by City to_Township accordingly for the period of time during which the supply of water to such premises has been inaccurately measured. The adjusted invoices shall take into inconsideration late deficient readings, and with seasonal adjustments, if appropriate. Where less than four (4) competent readings exist, adjustments shall be made on the basis of the average water usage for comparable dwelling units or retail buildings.

SECTION 9: Periodic Meter Readings. City shall cause all City Sewer Customer water meters to be read on a periodic basis as part of the regular cycle of reading water meters in City. City shall promptly (at the same time City's customers on the same meter reading cycle are billed) report to Township in writing the amounts of water used at each of the City Sewer Customers' premises during the last preceding billing cycle and which were the basis for City's water bills to each such customer. If bills are issued by City on the basis of estimated water usage, the amount of estimated water usage shall be similarly reported to Township.

SECTION 10: Sewer Usage Rates. Township shall bill City for sewer service provided to the City Sewer Customers based on the sewer service reported for City Sewer Customers at the same sewer rates that Township charges its similarly situated customers as of the Effective Date. If Township amends its applicable service rates after the Effective Date, Township shall give City thirty (30) days written notice of the amended rates. Such amended rates shall be applicable to sewer service provided to the City Sewer Customers starting with the first full billing cycle immediately following the thirty (30) day notification of such amended sewer service rates to City.

SECTION 11: Time Payments; Late Fees. City shall pay the charges due to Township for sanitary sewer service provided to the City Sewer Customers pursuant to this Agreement within thirty (30) days after receipt of Township's invoice for such service. An interest penalty of one percent (1%) of any amount unpaid within such time shall be added and paid for each month or fraction thereof after the expiration of such thirty (30) day period until full payment is made. City's obligation to pay Township said monthly fee is not contingent upon or subject to payments by others of sewer or water bills issued by City for utility service to City Sewer Customers. City shall pay for sewer service provided pursuant to this Agreement without setoff for any sum, amount, claim, or demand whatsoever which City, the City Sewer Customers, or other persons may have or claim against Township.

SECTION 12: Termination of Utility Service. Township shall provide any written notice and pre-termination hearings as may be required under the constitution and laws of the United States and the State of Illinois before sewer utility service is terminated to any of the City Sewer Customers.

III. CITY'S WATER SUPPLY TO TOWNSHIP

SECTION 13: Water Service. Township shall purchase and distribute water from City to supply water to eleven (11) properties that have previously been served by Township's Combined Waterworks and Sewerage System as described in the attached and incorporated Exhibit B (the "Township Water Customers"). As of the Effective Date, the Township shall purchase approximately 2,000,000 gallons per year based on current usage. Township shall notify City, in writing, not less thirty (30) days in advance if Township determines that it needs to purchase and distribute more than 2,000,000 gallons of water per year. Township has determined that it will not re-establish the water connection on Grand Avenue serving the area west of the Union Pacific Railroad Tracks to the customers listed on Exhibit C attached hereto and incorporated herein by reference. These customers shall be connected to City's water system at such time as City determines to be reasonably practicable. City shall be responsible for the disconnection from Township water main and connection to City water main the properties located west of the Union Pacific Railroad tracks. Township shall reimburse City for fifty percent (50.00%) of the costs related to the disconnection and connection within thirty (30) days after receiving an invoice from the City for those costs. Effective September 1, 2024, all new construction at the properties listed on Exhibit C shall be connected to the City's water system and shall receive water service from City. All properties listed on Exhibit C shall continue to be served by Township sanitary sewer system subject to the terms of this Agreement.

SECTION 14: Appropriations. No prior appropriation by Township shall be required to authorize payments to City under this Agreement.

SECTION 15: Water Usage Rates. For a period of eighteen (18) months commencing on the Effective Date, City shall bill Township for the purchase of water to distribute and supply water service to the Township Water Customers at the same water rates City charges for Residential Users located within City's corporate limits. At the end of the said eighteen (18) month period City shall bill Township for the purchase of water at the rate City charges for Commercial Users located within City's corporate limits. If City amends its applicable water service rates after the Effective Date, City shall give the Township thirty (30) days written notice of the amended rates to City's water service rates. Such amended rates shall be applicable to water provided to Township pursuant to this Agreement starting with the first full billing cycle immediately following the thirty (30) day notification of such amended water service rates to Township.

SECTION 16: Time Payments; Late Fees. Township shall pay the charges due to City for the purchase of City water pursuant to this Agreement within thirty (30) days after receipt of City's invoice for such service. An interest penalty of one percent (IA) of any amount unpaid within such time shall be added and paid for each month or fraction thereof after the expiration of such thirty (30) day period until full payment is made. Township shall pay for water service provided pursuant to this Agreement without setoff for any sum, amount, claim, or demand whatsoever which the Township, the Township Water Customers, or other persons may have or claim against City.

SECTION 17: Termination of Water Supply. Township shall provide City with sixty (60) days written notice in the event Township determines that its original supply of water has been reestablished and Township no longer needs to purchase water from City to service the Township Water Customers.

IV. CROSS-CONNECTION

SECTION 18: Cross-Connection. The Parties acknowledge that Township may need to establish a cross-connection with City's water system to purchase water from City to service Township's customers Exhibit B attached hereto and incorporated herein.

V. RELEASE

SECTION 19: Mutual Release and Waiver of Claims.

- A. Township and its officers, agents, employees, legal representatives, grantees, successors, and assigns release, waive, and forever discharge the City and City's officers, agents, and employees from and against all causes of action and claims that Township had, may now have, or might subsequently accrue, arising out of, caused by, resulting from, or related to Township's provision of sanitary sewer collection and transport services to City and the City Sewer Customers pursuant to the 1990 IGA or otherwise prior the Effective Date and City's failure to pay for such utility services in whole or in part prior to the Effective Date.
- B. City and its officers, agents, employees, legal representatives, grantees, successors, and assigns release, waive, and forever discharge Township and Township's officers, agents, employees, and contractors from and against all causes of action and claims that City had, may now have, or might subsequently accrue arising out of, caused by, resulting from, or relating to Township's billing of lapsed debt service charges to City on account of the City Sewer Customers prior to the Effective Date, the payment of such charges by City prior to the Effective Date, and Township's provision of sanitary sewer collection and transport services to City prior to the Effective Date.
- C. No agreement or undertaking of City contained in this Agreement shall be deemed to be a personal covenant, agreement or undertaking of any officer, employee or agent of City and no officer, employee or agent of City shall be personally liable under this Agreement or be subject to any personal liability in connection with or arising out of the execution, delivery and performance or nonperformance of this Agreement.
- D. No agreement or undertaking of Township contained in this Agreement shall be deemed to be a personal covenant, agreement or undertaking of any officer, employee or agent of Township and no officer, employee or agent of Township shall be personally liable under this Agreement or be subject to any personal liability in connection with or arising out of the execution, delivery and performance or nonperformance of this Agreement.

VI. MISCELLANEOUS

SECTION 20: Term of Agreement. This Agreement shall be in full force and effect for a twenty (20) year term commencing on the Effective Date and ending on January 31, 2045. This Agreement shall automatically renew for successive terms of five (5) years following upon the expiration date of January 31, 2045, unless either Party gives the other Party not less than ninety (90) days prior written notice of its intent to terminate the Agreement at the end of the current term.

SECTION 21: Termination. Either Party may terminate this Agreement for any reason, with or without cause, upon giving the other Party not less than 180 days prior written notice of its intent to terminate this Agreement.

SECTION 22: Waiver. No officer, employee, or agent of either Party has the power, right or authority to change, vary, or waive any terms, conditions, or provisions of this Agreement. The knowing failure of either party to insist on strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed a waiver of the rights or remedies that such Party may have regarding any breach or default in any terms, conditions, or provisions of this Agreement.

SECTION 23: Cumulative Remedies. All remedies provided in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided by law.

SECTION 24: Governmental Regulations. The Parties acknowledge that the subject matter of this Agreement is also governed by various federal, state, and local statutes, ordinances and regulations and that each Party is bound to comply with all such applicable statutes, ordinances, and regulations.

SECTION 25: Force Majeure. This Agreement is subject to force majeure including, but not limited to, strikes, accidents, acts of God, weather conditions, labor shortages, regulations or restrictions imposed by any other government or governmental agency, or other delays or occurrences beyond the control of the Parties. If the provision of sewer service or water service is prevented or made impracticable by any cause of force majeure, this Agreement shall be suspended during the period when such cause exists or its effects persist. The amount of time of suspension shall be added on to the end of the current term of the Agreement. Any Party invoking a force majeure under this Section shall give the other written notice of same.

SECTION 26: No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a Party, or to acknowledge, establish or impose any legal duty to any third party.

SECTION 27: Indemnification.

- A. To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless Township and Township's officers, agents, and employees from and against all awards, causes of action, claims, damages, fines, liabilities, losses, judgments, penalties, costs, and attorneys' fees arising out of, caused by, relating to, or resulting from this Agreement, except to the extent proximately caused by Township's fraud or willful and wanton conduct.
- B. To the fullest extent permitted by law, Township shall defend, indemnify, and hold harmless City and City's officers, agents, and employees from and against all awards, causes of action, claims, damages, fines, liabilities, losses, judgments, penalties, costs, and attorneys' fees arising out of, caused by, relating to, or resulting from this Agreement, except to the extent proximately caused by City's fraud or willful and wanton conduct.
- C. Notwithstanding the foregoing to the contrary and the contractual basis of this Agreement, the Parties shall be entitled to claim any and all defenses and immunities provided by law including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1, et seq. The Parties' obligations under this Section shall survive the termination of this Agreement.

SECTION 28: Notices. Whenever in this Agreement it shall be required or permitted that notice be given by either Party to the other, such notice shall be in writing and must be given personally or forwarded by registered or certified mail, return receipt requested, as follows:

If to Township:

Township Supervisor

Leyden Township

2501 North Mannheim Road Franklin Park, Illinois 60131

With a copy to:

Matthew D. Rose

Donahue & Rose PC

9501 West Devon Avenue, Suite 702

Rosemont, Illinois 60018

If to City:

Mayor Jeffrey T. Sherwin

City of Northlake 55 East North Avenue Northlake, Illinois 60164

With a copy to:

Mark H. Sterk Ancel Glink

4544 West 103rd Street, Unit 2NE

Oak Lawn, Illinois 60453

SECTION 29: Entire Agreement. This Agreement contains the entire agreement between the Parties. No oral representations, promises or undertakings shall affect, vary or

modify the terms of this Agreement. There are no promises, terms, conditions, or obligations than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties.

SECTION 30: Binding Effect. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective successors.

SECTION 31: Authorized Signatures. Each of the signatories to this Agreement are the duly authorized representatives of the Parties, and each Party represents and warrants that said person signed this Agreement pursuant to authority duly granted to said person by the corporate authorities of said Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals by the free and voluntary act of their duly authorized representatives as the Effective Date.

Town of Leyden,	City of Northlake,
By:	By: Mayor Jeffrey T. Sherwin

EXHIBIT A CITY SEWER CUSTOMERS

Grand Ave. Commercial Units	Single-Family
101 W. Grand Ave.	
103 W. Grand Ave.	1102 Sandra
105 W. Grand Ave.	1103 Sandra
107 W. Grand Ave.	1104 Sandra
109 W. Grand Ave.	1105 Sandra
111 W. Grand Ave.	1106 Sandra
Grand Ave. Multi-Family	1107 Sandra
137 W. Grand Ave.	1108 Sandra
139 W. Grand Ave.	1109 Sandra
213 W. Grand Ave.	1110 Sandra
215 W. Grand Ave.	1111 Sandra
217 W. Grand Ave.	1112 Sandra
Diversey 2-Flat Buildings	1113 Sandra
102 Diversey	1114 Sandra
104 Diversey	1115 Sandra
106 Diversey	1116 Sandra
108 Diversey	1117 Sandra
112 Diversey	1118 Sandra
114 Diversey	1102 Derrough
116 Diversey	
118 Diversey	West Leyden High School
120 Diversey	1000 Wolf Rd.
122 Diversey	
124 Diversey	
126 Diversey	
128 Diversey	

EXHIBIT B TOWNSHIP WATER CUSTOMERS

Grand Avenue:

11600 Grand Avenue, Northlake, IL 11631 Grand Avenue, Northlake, IL 11633 Grand Avenue, Northlake, IL 11650 Grand Avenue, Northlake, IL 11700 - A Grand Avenue, Northlake, IL 11700 - B Grand Avenue, Northlake, IL 11720 Grand Avenue, Northlake, IL

Garnet Drive

1240 Garnet Drive 1250 Garnet Drive 1260 Garnet Drive 3101 Garnet Drive **EXHIBIT C**

TO COME

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, NANCY PAULETTO, DO HEREBY CERTIFY that I am the duly qualified and elected Clerk of the City of Northlake, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the City of Northlake, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. R-12-2025, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER AND SANITARY UTILITY SERVICES BETWEEN THE TOWN OF LEYDEN AND CITY OF NORTHLAKE," adopted and approved by the Mayor and City Council of the City of Northlake, Illinois on April 7, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the City of Northlake, Cook County, Illinois this 7th day of April 2025.

NANCY PAULETTO City Clerk City of Northlake Cook County, Illinois

SEAL

AGENDA FOR THE 1,655TH MEETING OF THE CITY COUNCIL OF THE CITY OF NORTHLAKE TO BE HELD ON APRIL 7, 2025

1.	CALL TO O	RDER				
2.	PLEDGE OF	ALLEGIANCE				
3.	Approval of	participation by alde	rmen v	via conference	bridge.	
	M	2 nd				
4.	ROLL CALL	:				
	MAYOR SH	ERWIN() CLER	K PAU	JLETTO ()		
A	LDERMEN:	STRAUBE CONTRERAS JOHNSON GROCHOWSKI	() () ()	FELDMANN SOSA URBINA PATTI	() () ()	
	OTHERS:	CITY ATTORNEY CHIEF BERES	()	FINANCE DE PUB. WORK	IRECTOR S DIR. FACIAN	10 ()
5. M	INUTES OF PR	REVIOUS MEETINGS	S			
1)	A motion to as submitted	accept the minutes of	f the re	gular meeting	held March 17,	2025
	М	2 nd				
	Straube Johnson	Feldmann Urbina	Con Gro	treras chowski	Sosa Patti	
2)	A motion to a	accept the minutes of	the Sp	ecial Meeting l	held on March 2	21, 2025.
	M	2 nd				
	Straube	_ Feldmann Urbina	Con Gro	treras chowski	Sosa Patti	
6. AP	POINTMENTS	S/RE-APPOINTMENT	S ANI	OATH:		
		IS/AWARDS/PROCLA				
1	1 Presentation	by Commissioner Fr	aniz Ar	milar		

8. MOTION TO ACCEPT THE WARRANTS & VOUCHERS						
1) A motion to accept the warrants and vouchers.						
	M	2 nd	-			
	Straube	Feldmann Urbina	Contreras Grochowski	Sosa Patti		
9. N	MAYOR CALLS R	EPORTS OF STA	NDING COMMITTE	E		
	PRESENTATION (CITY CLERK AND		OMMUNICATIONS,	ORAL COMMENTS FROM MAYOR,		
11. U	UNFINISHED BUS	SINESS:				
12. 1	NEW BUSINESS:					
1) Motion to appro	ove the 2026 Infra	structure, Infrastruc	ture Going Forward.		
	M	2 nd				
	Straube Johnson	Feldmann Urbina	Contreras Grochowski	Sosa Patti		
2	2) Motion to approve Resolution R-11-2025; A Resolution Authorizing the Acquisition of Property Commonly Known as 200 East Fullerton Avenue in the City of Northlake, Cook County, Illinois.					
	M	2 nd				
	Straube Johnson	Feldmann Urbina	Contreras Grochowski	Sosa Patti		
3) Motion to approve Resolution R-12-2025; A Resolution Approving an Intergovernmental Agreement for Water and Sanitary Services Between the Town of Leyden and City of Northlake.						
	М	2 nd	5			
	Straube	Feldmann Urbina	Contreras Grochowski	Sosa Patti		
13.	OTHER NEW BUS	SINESS (Items Ma	y be Fast Tracked fro	om Finance Committee)		
14. /	ADJOURNMENT					
	A motion to adj	ourn.				
	М	2 nd				
	Straube	Feldmann	Contreras	Sosa Patti		

MINUTES OF THE 1,654th MEETING OF THE CITY COUNCIL OF THE CITY OF NORTHLAKE HELD ON MONDAY, MARCH 17, 2025

The meeting was called to order at 7:00 p.m.

Mayor Sherwin called for the roll.

ROLL CALL:

PRESENT: ALDERMAN STRAUBE

ALDERMAN FELDMANN

ALDERMAN SOSA ALDERMAN JOHNSON ALDERMAN URBINA

ALDERMAN GROCHOWSKI

ALDERMAN PATTI

PRESENT VIA CONFERENCE BRIDGE:

ALDERMAN CONTRERAS

OTHERS PRESENT:

KEN BERES, CHIEF OF POLICE MARK RAIL, PUBLIC WORKS MARK STERK, CITY ATTORNEY

ISMAEL JIMENEZ, FINANCE DIRECTOR

Mayor Sherwin presented the minutes of the city council meeting held on March 3, 2025. Alderman Patti made a motion to accept the minutes of the city council meeting held on March 3, 2025; seconded by Alderman Feldmann. Mayor Sherwin asked if there were any additions or corrections. Mayor Sherwin called for a voice vote. All were in favor.

MOTION TO ACCEPT THE MINUTES OF THE CITY COUNCIL MEETING HELD ON MARCH 3, 2025 CARRIED

Brett Darst was sworn in by Chief Beres after recently being promoted to Sergeant.

Alderman Patti made a motion to accept the Warrants and Vouchers; seconded by Alderman Grochowski. Mayor Sherwin called for the roll.

ROLL CALL:

ALDERMEN STRAUBE, FELDMANN, CONTRERAS, SOSA, JOHNSON,

URBINA, GROCHOWSKI AND PATTI

NAYS:

NONE

MOTION TO ACCEPT THE WARRANTS AND VOUCHERS CARRIED

Mayor Sherwin reminded everyone that April 1st is Election Day.

Alderman Patti made a motion to approve the Parking Lot Agreement with Celona Holdings; seconded by Alderman Feldmann. Mayor Sherwin called for the roll.

ROLL CALL:

ALDERMEN STRAUBE, FELDMANN, CONTRERAS, SOSA, JOHNSON,

URBINA, GROCHOWSKI AND PATTI

NAYS:

NONE

MOTION TO APPROVE THE PARKING LOT AGREEMENT WITH CELONA HOLDINGS CARRIED

Alderman Patti made a motion to approve Ordinance O-06-2025; An Ordinance Regulating the Transfer or Sale of Hemp-Derived THC Products and Kratom and Amending Title 3 of the Northlake City Code; seconded by Alderman Straube. Mayor Sherwin called for the roll.

ROLL CALL:

ALDERMEN STRAUBE, FELDMANN, CONTRERAS, SOSA, JOHNSON,

URBINA, GROCHOWSKI AND PATTI

NAYS:

NONE

MOTION TO APPROVE ORDINANCE 0-06-2025; AN ORDINANCE REGULATING THE TRANSFER OR SALE OF HEMP-DERIVED THC PRODUCTS AND KRATOM AND AMENDING TITLE 3 OF THE NORTHLAKE CITY CODE CARRIED

Alderman Patti made a motion to approve the Engineer's Recommendation to Accept the Bid from ALamp Concrete Contractors, Inc. in the amount of \$5,414,098.80 for the Railroad Avenue Improvements Project; seconded by Alderman Straube. Mayor Sherwin called for the roll.

ROLL CALL:

ALDERMEN STRAUBE, FELDMANN, CONTRERAS, SOSA, JOHNSON,

URBINA, GROCHOWSKI AND PATTI

NAYS:

NONE

MOTION TO APPROVE THE ENGINEER'S RECOMMENDATION TO ACCEPT THE BID FROM ALAMP CONCRETE CONTRACTORS, INC. IN THE AMOUNT OF \$5,414,098.80 FOR THE RAILROAD AVENUE IMPROVEMENTS PROJECT CARRIED

Alderman Patti made a motion to modify the Senior Citizen Sewer Repair Program; seconded by Alderman Straube. Mayor Sherwin called for the roll.

ROLL CALL:

ALDERMEN STRAUBE, FELDMANN, CONTRERAS, SOSA, JOHNSON,

URBINA, GROCHOWSKI AND PATTI

NAYS:

NONE

MOTION TO MODIFY THE SENIOR CITIZEN SEWER REPAIR PROGRAM CARRIED

Alderman Patti made a motion to refer to the City of Northlake Zoning Board of Appeals and Planning Commission a request to Approve of 31 W. North Ave. in Existing Zoning (B-2) Retail and Service Business District to a Special Use; seconded by Alderman Straube. Mayor Sherwin called for the roll.

ROLL CALL: ALDERMEN STRAUBE, FELDMANN, CONTRERAS, SOSA, JOHNSON,

URBINA, GROCHOWSKI AND PATTI

NAYS: NONE

MOTION TO REFER TO THE CITY OF NORTHLAKE ZONING BOARD OF APPEALS AND PLANNING COMMISSION A REQUEST TO APPROVE OF 31 W. NORTH AVE. IN EXISTING ZONING (B-2) RETAIL AND SERVICE BUSINESS DISTRICT TO A SPECIAL USE CARRIED

There being no further business, Alderman Straube made a motion to adjourn; seconded by Alderman Patti. Mayor Sherwin called for a voice vote. All were in favor.

MOTION TO ADJOURN CARRIED

MEETING ADJOURNED 7:08 P.M.

RESPECTFULLY SUBMITTED,

NANCY PAULETTO, CITY CLERK

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NORTHLAKE HELD ON FRIDAY, MARCH 21, 2025

The meeting was called to order at 7:00 p.m.

Mayor Sherwin called for the roll.

ROLL CALL:

PRESENT: ALDERMAN STRAUBE

ALDERMAN FELDMANN

ALDERMAN SOSA

ALDERMAN JOHNSON

ALDERMAN GROCHOWSKI

ALDERMAN PATTI

ABSENT: ALDERMAN CONTRERAS

ALDERMAN URBINA

Alderman Patti made a motion to go into Executive Session; seconded by Alderman Straube.

Mayor Sherwin opened a discussion regarding the city buying the property at 200 E. Fullerton. A purchase price of \$420,000.00 was agreed upon. A contract will be prepared.

There being no further business, Alderman Feldmann made a motion to adjourn; seconded by Alderman Straube. Mayor Sherwin called for a voice vote. All were in favor.

MEETING ADJOURNED 7:08 P.M.

RESPECTFULLY SUBMITTED,

NANCY PAULETTO, CITY CLERK