

City Council Meeting

Tuesday, June 14, 2016

City of Oak Forest

8:00 P.M.

City Council Chambers

AGENDA

ALDERMEN

MAYOR:	Henry L. Kuspa	1 – Laura Clemons
CLERK/COLLECTOR:	Scott Burkhardt	
TREASURER:	JoAnn Kelly	2 – Richard D. Simon
CITY ADMINISTRATOR:	Troy A. Ishler	
FINANCE DIRECTOR:	Colleen M. Julian	3 – Diane Wolf
FIRE CHIEF:	Jack Janozik	
POLICE CHIEF:	Greg Anderson	4 – Larry Schoenfeld
BUILDING COMMISSIONER:	Mike Forbes	
PUBLIC WORKS DIRECTOR:	Rich Rinchich	5 – Jim Emmett
COMM. DEVEL. DIRECTOR:	Adam Dotson	
E.M.A. CHIEF:	Bob Small	6 – James Hortsman
CITY ATTORNEY:	Klein, Thorpe and Jenkins, LTD.	7 – Denise Danihel

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. ANNOUNCEMENTS AND COMMUNITY CALENDAR
4. MOTION TO ESTABLISH CONSENT AGENDA
5. CONSENT AGENDA:

A. Approval of Minutes:

1. City Council - May 24, 2016

B. Consideration of the following Lists of Bills dated:

1. Regular Bills Fiscal Year 2015-2016 - June 14, 2016
2. Regular Bills Fiscal Year 2016-2017 - June 14, 2016
3. Supplemental Bills Fiscal Year 2016-2017 - June 14, 2016

C. Consideration of the following Commission Minutes:

- | | | |
|---|---|-------------------|
| 1. Streetscape | - | May 9, 2016 |
| 2. Cable | - | April 14, 2016 |
| 3. Emergency Telephone System Board (911) | - | May 3, 2016 |
| 4. Senior Citizens | - | February 10, 2016 |
| 5. Senior Citizens | - | May 11, 2016 |

D. Consideration of the following Reports:

- | | | |
|---|---|--------------|
| 1. Baxter & Woodman Project Status Report | - | May 26, 2016 |
|---|---|--------------|

6. ADMINISTRATION

- A. Approval of the appointment of Judith Munding to the Streetscape Commission. The attached memo from Mayor Kuspa, dated June 10, 2016, provides supporting details.
- B. Approval of the appointment of Joseph Koce as a part-time Apartment Inspector in the Building Department. The attached memo from Mayor Kuspa, dated June 10, 2016, provides supporting details.
- C. Approval of the appointment of Frank Fiore as a part-time Apartment Inspector in the Building Department. The attached memo from Mayor Kuspa, dated June 10, 2016, provides supporting details.
- D. Approval of Ordinance No. 2016-06-0606O increasing the number of Class B liquor licenses for Gigi's Place at 5203 West 159th Street. The attached memo from Mayor Kuspa, dated June 10, 2016, provides supporting details.
- E. Approval of the termination of a contract with First Energy Solutions Corporation, which was effective as of May 2012, for supplying electric energy in Oak Forest. The attached memo from City Administrator Ishler, dated March 16, 2016, provides supporting details.
- F. Approval of Resolution No. 2016-06-0293R for two Streetscape Local Fund Match ITEP Grants from the Illinois Department of Transportation. The attached memo from City Administrator Ishler, dated June 10, 2016, provides supporting details.
- G. Approval of a Collective Bargaining Agreement with Oak Forest Firefighters, Local 3039, for the years 2016 - 2019. The attached memo from City Administrator Ishler, dated June 9, 2016, provides supporting details.

7. COMMUNITY DEVELOPMENT

- A. Approval of Ordinance No. 2016-06-0602O approving the special permit for the Golfview Shopping Center signage requested by Kishor Company. The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.
- B. Approval of Resolution No. 2016-06-0289R requesting a property improvement grant for new signage at 14930 South Cicero Avenue, Pacor Mortgage. The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.

- C. Approval of Resolution No. 2016-06-0290R requesting a property improvement grant for paving a parking lot at 5600 West 147th Street, Rizzo's Service. The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.
- D. Approval of Resolution No. 2016-06-0291R supporting the establishment of a Class 8 Tax Incentive for commercial property located at 15300 South Cicero Avenue, John Amico. The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.
- E. Approval of Resolution No. 2016-06-0292R authorizing an agreement between the City of Oak Forest and the South Suburban Land Bank and Development Authority, SSLBDA, which would provide funding in the amount of \$189,900, plus legal and closing costs of approximately \$10,000, for the acquisition of 16805 South Cicero Avenue. The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.
- F. Approval of Ordinance No. 2016-06-0603O amending Ordinance No. 2614, adopted June 11, 2002, as well as the redevelopment project area legal description, the general street location description, the map of the redevelopment project area, and the redevelopment plan and project for the City of Oak Forest's 159th Street / Cicero Avenue Tax Increment Financing District (TIF #3), and to accommodate redevelopment during the extended life of said Tax Increment Financing District beyond its original termination date. The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.
- G. Approval of Ordinance No. 2016-06-0604O amending Ordinance No. 2615, adopted June 11, 2002, by revising the redevelopment project area legal description, the general street location description, and the map of the redevelopment project area relative to the designation of the redevelopment project area of the City of Oak Forest's 159th Street / Cicero Avenue Tax Increment Financing District (TIF#3). The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.
- H. Approval of Ordinance No. 2016-06-0605O amending Ordinance No 2616, adopted June 11, 2002, by revising the redevelopment project area legal description, the general street location description, and the map of the redevelopment project area, relative to adopting tax increment financing in regard to the City of Oak Forest's 159th Street / Cicero Avenue Tax Increment Financing District (TIF #3). The attached memo from Community Development Director Dotson, dated June 9, 2016, provides supporting details.

8. CITIZENS PARTICIPATION

9. OLD BUSINESS

10. NEW BUSINESS

11. EXECUTIVE SESSION: The purpose of this Executive Session is to discuss collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

12. ADJOURNMENT

Community Calendar

Farmers Market

Saturday, June 18

8 a.m. to 1 p.m.

Waverly Commuter Lot – 156th and Cicero

Event: Free Microchip for Pets (while supplies last)

Relay for Life Oak Forest

Saturday, June 18

2 p.m.

Oak Forest Park District – 15601 S. Central Avenue

City Hall Open

Every Saturday in June for vehicle sticker sales

9 a.m. to noon

Senior Luncheon

Oak Forest Senior Commission

Thursday, June 23

Doors open at 10 a.m.; program begins at 11 a.m.

Community Center – 155th and Kilpatrick

Entertainment: Vocal Illusions

Oak Fest Mega Pass Sale at City Hall

Saturday, June 25 from 9 a.m. to noon

Monday, June 27 through Thursday, June 30 from noon to 5 p.m.

Cost: \$55, cash or check

Oak Fest

June 30 to July 4

159th and Central Avenue

Visit www.oakfest.com for info

Sign up for Oak Forest e-Briefs

Visit the Notify Me section on the city's website to register for this weekly e-newsletter.

Social Media

The City of Oak Forest is on Facebook and Twitter.

Living Oak Forest.com is on Facebook, Twitter, Instagram, Google+ and Pinterest.



**CITY OF OAK FOREST
MEETING CALENDAR**

Effective April 28, 2015

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
W E E K 1	Green Steps Comm. <u>7:00pm - Chambers</u>	911 Emergency Board 9:30am - Police Dep't. Conf. Room	Plan & Zone Commission 7:00pm - <u>Council Chambers</u> Economic Advisory Committee <u>5:30pm - Blue Room</u>	Citizens Advisory 7:15pm - <u>Council Chambers</u>	
W E E K 2	Streetscape Commission 7:00pm - Council <u>Chambers</u>	Committee of the Whole (As Needed) 7:00pm – Council Chambers <u>CITY COUNCIL MEETING 8:00PM - COUNCIL CHAMBERS</u> Safety Committee 1:00pm - Council Chambers	Senior Citizens Commission 1:00pm - Council Chambers <u>Consumer Protection 7:30pm – Blue Room</u> Housing Court 10:00am - Council Chambers	Cable Commission 7:00pm – Council Chambers* Civil Service Commission 7:00pm – Mayor' s Conference Room *Cable Comm. to use Blue Room Feb.- June for Oak Fest Commission 7:00pm	
W E E K 3		Youth Commission <u>8:00pm - Chambers</u>	Plan & Zone Commission 7:00pm - Council Chambers <u>Crime Prevention Commission 7:00pm - Blue Room</u>	Citizens Advisory 7:15pm <u>Council Chambers</u> Veterans Commission 7:30pm – Blue Room	
W E E K 4	Fire & Police Commission - 7:00pm Blue Room	Committee of the Whole (As Needed) 7:00pm - Council Chambers <u>CITY COUNCIL MEETING 8:00PM - COUNCIL CHAMBERS</u>	Traffic Court 10:00am - Council Chambers		

CITY OF OAK FOREST
CITY COUNCIL MEETING

Tuesday

May 24, 2016

Mayor Henry L. Kuspa called the City Council meeting to order at 8:00 p.m. with the Pledge of Allegiance and the Roll Call as follows:

Present: Alderman Clemons
Alderman Simon
Alderman Wolf
Alderman Schoenfeld
Alderman Emmett
Alderman Hortsman
Alderman Danihel
Mayor Kuspa

Also Present: City Administrator Ishler
City Clerk Burkhardt
City Attorney Bartley

Absent: Treasurer Kelly
Finance Director Julian
Fire Chief Janozik
Police Chief Anderson
Public Works Director Rinchich
Community Development Director Dotson
Bldg. Commissioner Forbes
E.M.A. Chief Small

3. ANNOUNCEMENTS AND COMMUNITY CALENDAR

The Fieldcrest Neighborhood Watch Meeting will be on Thursday, June 2nd, from 7 to 9 p.m. at the Don Gorman Fieldhouse.

Oak Forest Farmers Market is open Saturday, June 4th and will be open every Saturday through October 1 from 8 a.m. to 1 p.m. The new location is 156th & Cicero Avenue (Waverly commuter lot).

City Hall will be open every Saturday in June for vehicle sticker sales from 9 a.m. to noon.

Streetscape Plant Exchange is on Sunday, June 5th from 10 a.m. to 2 p.m. at the City Hall gazebo. Bring a plant, take a plant.

Law Enforcement Torch Run will be on Tuesday, June 7th at approximately noon. The run will be from 147th & Cicero, west on 155th Street to City Hall. This event will benefit Special Olympics.

The Oak Forest Senior Luncheon will be on Thursday, May 26th. Door opens at 10 a.m. and entertainment will be Bill the Band.

4. PRESENTATION OF HALF YEAR HEALTH INSURANCE REPORT BY MICHELE THORNTON

Michelle Thornton, Thornton & Powell, came forward to give Council and residents a half year presentation on the city's health insurance program.

5. MOTION TO ESTABLISH CONSENT AGENDA

Alderman Simon made the motion to establish the Consent Agenda.

Alderman Clemons seconded.

Roll Call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			

The motion to establish the Consent Agenda carried 7/0.

6. CONSENT AGENDA

A. Approval of Minutes:

- 1. City Council - May 10, 2016

B. Consideration of the following Lists of Bills dated:

- 1. Regular Bills Fiscal Year 2015-2016 - May 24, 2016
- 2. Supplemental Bills Fiscal Year 2015-2016 - May 24, 2016
- 3. Regular Bills Fiscal Year 2016-2017 - May 24, 2016
- 4. Supplemental Bills Fiscal Year 2016-2017 - May 24, 2016

C. Consideration of the following Commission Minutes:

- 1. Veterans - April 17, 2016
 - 2. Consumer Protection - May 11, 2016
 - 3. Senior Citizens - April 13, 2016
 - 4. Planning & Zoning - April 20, 2016
 - 5. Civil Service - January 21, 2016
 - 6. Civil Service - April 16, 2016
 - 7. Civil Service - April 28, 2016
 - 8. Civil Service - May 5, 2016
-

Alderman Emmett made the motion to approve Consent Agenda.

Alderman Danihel seconded.

Roll Call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			

The motion to approve Consent Agenda carried 7/0.

7. ADMINISTRATION

A. Approval of Agreement No. 2016-05-0229A between the City of Oak Forest and Charles Sopko.

Alderman Simon made the motion to approve Agreement No. 2016-05-0229A.

Alderman Emmett seconded.

Alderman Hortsman questioned documentation and items to be received prior to this City Council meeting. He asked if there was revised documentation. City Administrator Ishler stated the drafted documentation needs to be brought into Executive Session this evening, and once approved payments will be sent out.

Roll Call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett	Alderman Hortsman		
Alderman Danihel			
Alderman Clemons			

The motion to approve Agreement No. 2016-05-0229A carried 6/1.

B. Approval of Ordinance No. 2016-05-06000 authorizing the sale of three surplus Police Department vehicles: 2002 Honda Accord and two 2002 Chevrolet Impalas.

Alderman Danihel made the motion to approve Ordinance No. 2016-05-06000.

Alderman Schoenfeld seconded.

City Clerk Burkhardt came forward with supporting information.

Roll Call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Danihel			
Alderman Clemons			
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			

The motion to approve Ordinance No. 2016-05-06000 carried 7/0.

C. Approval of Ordinance No. 2016-05-06010 increasing the number of Class B liquor licenses for Lucky Pennies at 4100 West 167th Street.

Mayor Kuspa asked for a motion to approve Ordinance No. 2016-05-06010.

No motion was made and therefore Item 7A cannot be discussed.

8. PUBLIC WORKS

A. Approval of Agreement No. 2016-05-0230A, which will renew an existing license agreement for the Cartegraph Work Order Software Program.

Alderman Simon made the motion to approve Agreement No. 2016-05-0230A.

Alderman Emmett seconded.

City Administrator Ishler came forward with supporting details.

Alderman Hortsman asked if the Cartegraph software program interfaces with the current financial software. City Administrator Ishler stated the programs do not interface and is mainly a work order program for the Public Works department.

Roll Call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			

The motion to approve Agreement No. 2016-05-0230A carried 7/0.

9. CITIZENS PARTICIPATION

Mayor Kuspa opened for public testimony.

Walter Kapusciarz, 14908 Lynn Court, came forward to discuss street condition on Lynn Court.

10. OLD BUSINESS

Alderman Danihel updated council on the agreement between MWRD and the City of Oak Forest with regards to rain barrels.

Alderman Emmett asked if there was an update regarding grass mowing near Hille Middle School. City Administrator Ishler stated the county will be out on Thursday to mow 151st Street.

Alderman Emmett commented on the new flags on 19th Street and Cicero Avenue.

11. NEW BUSINESS

City Administrator Ishler announced to Council that Fire Chief Jack Janozik was recently awarded the highest certification issued by the State Fire Marshall's office called the Chief Fire Officer Certification.

Mayor Kuspa updated Council on the possible annexation of The Ale House at 135th and Harlem Avenue.

12. EXECUTIVE SESSION

Mayor Kuspa asked for a motion to go into Executive Session to discuss minutes of meetings lawfully closed under the Open Meetings Act either for purposes of approval by the body of the minutes or the semi-annual review of the minutes.

Alderman Danihel made the motion to go into Executive Session.

Alderman Clemons seconded.

Everyone was in agreement and the Executive Session started at 8:36 p.m.

Alderman Simon made the motion to reconvene Open Session.

Alderman Hortsman seconded.

Everyone was in agreement and Open Session reconvened at 8:41 p.m.

13. ADJOURNMENT

Alderman Danihel made the motion to adjourn.

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Alderman Hortsman seconded.

All were in agreement and the meeting adjourned at 8:43 p.m.

MAYOR HENRY L. KUSPA

List of Bills June 14th, 2016 FY2016-2017
Report dates: 6/14/2016-6/14/2016

City of Oak Forest

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
AT&T	287266027038X052416	05/16/16	51.73	02-18-5305	TELEPHONE	ACT# 287266027038
AT&T	287266027038X052416	05/16/16	345.29	01-04-5305	TELEPHONE	ACT# 287266027038
AT&T	287266027038X052416	05/16/16	27.79	02-17-5305	TELEPHONE	ACT# 287266027038
AT&T	287268369818X052416	05/16/16	59.16	01-03-5305	TELEPHONE	ACT# 287268369818
AT&T	708R160500005 16	05/16/16	435.57	89-00-5305	TELEPHONE	ACT# 708 R16-0500 698 1
BASIC IRRIGATION SERVICE*	21651	05/16/16	400.00	01-04-5429	MAINTENANCE OF PONDS	GEAR DRIVE ROTARY HEADS, LABOR
BATTERIES PLUS - 277	277-399565	06/03/16	17.96	01-03-5323	LAW ENFORCEMENT SUPPLIES	WATCH BATTERIES
BAXTER & WOODMAN INC*	0185946	05/19/16	20,505.06	08-00-5412	STREET RESURFACING	CICERO AVENUE STREETSCAPE ITEP PO 6837
BAXTER & WOODMAN INC*	0185947	05/19/16	1,711.25	02-18-5638	SEWERS	152nd ST BASIN SANITARY REHAB CONSTRUCTION AND CANVASSING PO 6352
BAXTER & WOODMAN INC*	0185948	05/19/16	900.00	01-11-5503	PROFESSIONAL SERVICES	Rustic Oaks Clubhouse Site Plan Review
BAXTER & WOODMAN INC*	0185949	05/19/16	720.00	01-11-5503	PROFESSIONAL SERVICES	Starbucks - ATI Building Site Plan Review
BELL, JOSEPH	236094154 EXP REIMB	06/07/16	89.95	01-02-5313	UNIFORMS	SHOES EXPENSE REIMBURSEMENT
BILLINGS, GERRELL	16-05-0499	05/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16010 OAK AVE PERMIT
BLACK DIRT INC	051316JP-19	05/13/16	140.00	02-17-5418	LANDSCAPING REPAIRS	7 Pulverized Dirt Bins
BLACK DIRT INC	051616L-16	05/16/16	1,100.00	02-18-5418	LANDSCAPING REPAIRS	Black Dirt for Long Ave and 159th St
BLACK DIRT INC	051816L-14	05/18/16	140.00	01-04-5418	LANDSCAPING REPAIRS	7 Pulverized Dirt Bins
BOBBITT, EDWARD	16-05-0462	05/25/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4620 MILFORD PERMIT
BONNEVIER, TONI	16-04-0214	05/23/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16497 BROCKTON PERMIT
CALLBACK STAFFING SOLUTIONS LLC	3581	06/02/16	1,065.96	01-02-5404	COMPUTER MAINTENANCE	Replacement computer system for scheduling, payroll, events and callbacks
CANON FINANCIAL SERVICES INC	16112941	05/22/16	380.00	01-01-5504	CONTRACTUAL SERVICES	CONTRACT# 001-0694009-001 COPIER IRC5255 JME 10731
CARTEGRAPH SYSTEMS INC*	SIN001305 PW	05/01/16	4,196.67	01-04-5404	COMPUTER MAINTENANCE	CarteGraph CarteFLEX Subscription Renewal - Public Works Dept Portion ONLY
CARTEGRAPH SYSTEMS INC*	SIN001305 PW	05/01/16	4,196.67	02-17-5404	COMPUTER MAINTENANCE	CarteGraph CarteFLEX Subscription Renewal - Public Works Dept Portion ONLY
CARTEGRAPH SYSTEMS INC*	SIN001305 PW	05/01/16	4,196.66	02-18-5404	COMPUTER MAINTENANCE	CarteGraph CarteFLEX Subscription Renewal - Public Works Dept Portion ONLY
CELLEBRITE USA INC*	INVUS170857	05/23/16	3,098.99	01-03-5602	COMPUTERIZATION	UFED TOUCH ULTIMATE SOFTWARE RENEWAL - 1 YEAR
CESKA, RHONDA	16-05-0469	05/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16052 LOREL PERMIT
CHICAGO GAELIC PARK	16-05-0581	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR IRISH FEST SPECIAL EVENT TENT PERMIT
CHICAGO SOUTHLAND CONVENTION & VISITORS	APRIL 2016 BW	06/06/16	958.66	01-01-5512	OTHER SERVICES	HOTEL TAX REMIT APRIL 2016 BEST WESTERN ONLY
CINTAS CORPORATION #21	021199344	05/09/16	30.27	02-17-5313	UNIFORMS	TOWELS, COVERS, MATS, UNIFORMS
CINTAS CORPORATION #21	021199344	05/09/16	122.14	01-04-5406	BUILDING MAINTENANCE	TOWELS, COVERS, MATS, UNIFORMS
CINTAS CORPORATION #21	021202528	05/16/16	30.27	01-04-5313	UNIFORMS	TOWELS, COVERS, UNIFORMS
CINTAS CORPORATION #21	021202528	05/16/16	78.17	01-04-5406	BUILDING MAINTENANCE	TOWELS, COVERS, UNIFORMS
CINTAS CORPORATION #21	021205773	05/23/16	30.27	01-04-5313	UNIFORMS	TOWELS, COVERS, MATS, UNIFORMS
CINTAS CORPORATION #21	021205773	05/23/16	123.40	01-04-5406	BUILDING MAINTENANCE	TOWELS, COVERS, MATS, UNIFORMS
CINTAS CORPORATION #21	021209005	05/30/16	30.27	01-04-5313	UNIFORMS	TOWELS, COVERS, UNIFORMS
CINTAS CORPORATION #21	021209005	05/30/16	79.43	01-04-5406	BUILDING MAINTENANCE	TOWELS, COVERS, UNIFORMS
CIRCLE TRACTOR*	02-123188	05/24/16	13.11	01-02-5401	EQUIPMENT MAINTENANCE	STARTER ROPE

List of Bills June 14th, 2016 FY2016-2017
Report dates: 6/14/2016-6/14/2016

City of Oak Forest

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
CLEAR CHANNEL OUTDOOR	25094302	05/30/16	10,333.33	01-12-5309	Advertising and Production for City Marketing Program	360
COMCAST CABLE	JUNE16 FD1	05/28/16	122.40	01-02-5512	Act# 8771 40 096 0218321	
COMCAST CABLE	JUNE16 FD5	05/24/16	107.85	01-02-5512	Act# 8771 40 096 0076695	
COMCAST CABLE	JUNE16 IT	05/24/16	34.44	01-01-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	38.78	01-02-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	108.99	01-03-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	13.19	01-04-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	4.65	01-05-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	6.28	01-10-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	13.05	01-11-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	4.68	01-12-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	10.31	02-17-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 IT	05/24/16	5.48	02-18-5404	Act# 8771 40 096 0067678	
COMCAST CABLE	JUNE16 PD1	05/18/16	2.11	01-03-5399	Act# 8771 40 096 0005991	
COMCAST CABLE	JUNE16 PD3	05/18/16	2.11	01-03-5399	Act# 8771 40 096 0005983	
COMED	0046488000 052016	05/20/16	67.38	02-17-5307	Act# 0046488000	
COMED	0130400001 052316	05/23/16	19.63	01-04-5307	Act# 0130400001	
COMED	0361152043 051916	05/19/16	153.21	01-04-5307	Act# 0361152043	
COMED	0714596077 051916	05/19/16	56.05	01-12-5399	Act# 0714596077	
COMED	0767455005 060116	06/01/16	81.82	02-17-5307	Act# 0767455005	
COMED	0811019002 052716	05/27/16	70.25	09-04-5307	Act# 0811019002	
COMED	0883839003 051916	05/19/16	41.84	02-17-5307	Act# 0883839003	
COMED	1219780007 051916	05/19/16	44.03	09-04-5307	Act# 1219780007	
COMED	1387597007 051916	05/19/16	34.85	09-04-5307	Act# 1387597007	
COMED	1459158056 052416	05/24/16	960.74	01-04-5307	Act# 1459158056	
COMED	1845139023 052016	05/20/16	139.81	01-04-5307	Act# 1845139023	
COMED	1883148044 052416	05/24/16	35.08	09-04-5307	Act# 1883148044	
COMED	3543064038 060116	06/01/16	53.62	02-18-5307	Act# 3543064038	
COMED	4878065013 060116	06/01/16	50.26	02-17-5307	Act# 4878065013	
COMED	6681156030 052616	05/26/16	159.86	01-04-5307	Act# 6681156030	
CONSERV F5-TINLEY PARK	66005091	05/18/16	788.22	01-04-5418	LEGEND SPORT, STRAW BLANKET, BROOMS, RAKE	
CONSTELLATION NEW ENERGY INC	0032902824	05/31/16	17.66	09-04-5307	Act# 1387597007 1-YUJYX2	
CONSTELLATION NEW ENERGY INC	0032902825	05/31/16	47.68	09-04-5307	Act# 1219780007 1-YUJYXT	
CONSTELLATION NEW ENERGY INC	0032902826	05/31/16	22.51	02-17-5307	Act# 0883839003 1-YUJYYK	
CONSTELLATION NEW ENERGY INC	0032902827	05/31/16	82.77	02-17-5307	Act# 0046488000 1-YUJZ2B	
CULLIGAN WATER CONDITIONING*	391766 05-16	05/15/16	32.20	01-04-5399	ACT# 391766 H2O	
CULLIGAN WATER CONDITIONING*	921685 05-16	05/15/16	17.90	01-04-5399	ACT# 921685 H2O	
CUSTOM TIRE INC	54920	05/18/16	580.00	01-03-5402	#40 4 COOPER TIRES	
CUSTOM TIRE INC	55121	06/07/16	780.00	01-03-5402	4 TIRES FOR 2000 CHRYSLER, #41 4 TIRES	
D & H IRRIGATION INC	16-04-0314	05/20/16	300.00	01-00-4824	RETAINER REFUND FOR 5455-59 W. 159th CNB BANK PERMIT	

List of Bills June 14th, 2016 FY2016-2017
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Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
DAILY SOUTHTOWN	74072886	06/02/16	312.00	01-01-5399	MISC EXPENSE	1 YEAR SUBSCRIPTION RENEWAL
DANAHER, MICHAEL	16-05-0484	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6350 PARKWOOD PERMIT
DANIELS PRINTING & OFFICE SUPPLY*	620376-0	05/20/16	67.85	01-01-5301	OFFICE SUPPLIES	CUSTOM PAID STAMP
DANIELS PRINTING & OFFICE SUPPLY*	620493-0	05/25/16	21.64	01-01-5301	OFFICE SUPPLIES	CALC ROLLS, PENS
DANIELS PRINTING & OFFICE SUPPLY*	620619-0	05/31/16	121.14	01-01-5215	CRIME PRVENTION COMMISSION	BUSINESS CARDS CRIME PREVENTION
DANIELS PRINTING & OFFICE SUPPLY*	620663-0	06/01/16	81.46	01-01-5301	OFFICE SUPPLIES	FILE POCKETS, LEGAL & TABLOID PAPERS
DANIELS PRINTING & OFFICE SUPPLY*	620807-0	06/06/16	12.97	01-04-5301	OFFICE SUPPLIES	ENVELOPES, CLIPS
DANIELS PRINTING & OFFICE SUPPLY*	620849-0	06/07/16	23.36	01-12-5302	PRINTING	BUSINESS CARDS - KATIE
DATA PEST CONTROL*	10030	05/25/16	162.50	01-08-5406	BUILDING MAINTENANCE	PEST CONTROL CH
DATA PEST CONTROL*	10030	05/25/16	81.25	01-08-5407	BLDG MAINT-COMMUNITY CNTR	PEST CONTROL COMMUNITY CENTER
DATA PEST CONTROL*	10030	05/25/16	81.25	01-04-5406	BUILDING MAINTENANCE	PEST CONTROL PW
DAVALOS, JOSE	16-05-0461	05/25/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15641 ROB ROY DR PERMIT
DE LAGE LANDEN PUBLIC FINANCE	50299595	05/25/16	233.93	01-11-5404	COMPUTER MAINTENANCE	ACT# 610183 CONTRACT# 25231115
DE LAGE LANDEN PUBLIC FINANCE	50299595	05/25/16	95.34	01-03-5514	EQUIPMENT RENTAL	ACT# 610183 CONTRACT# 25231115
DE LAGE LANDEN PUBLIC FINANCE	50299595	05/25/16	106.73	01-03-5514	EQUIPMENT RENTAL	ACT# 610183 CONTRACT# 25231115
DOOR SYSTEMS	824488	05/31/16	284.00	01-02-5406	BUILDING MAINTENANCE	STA 1 DOOR #1 ADJUST, INSTALL BRAKE HUM
DOTSON, ADAM*	06-09-16 EXP REIMB	06/09/16	406.22	01-12-5309	COMMUNITY ADVERTISING	MEETINGS EXPENSES REIMBURSEMENT
DOUG'S DOGS	05-26-16 SR HEALTH F	05/26/16	325.00	01-01-5207	SR. CITIZENS COMMISSION	SENIOR HEALTH FAIR
DUSTCATCHERS INC*	17954	05/26/16	143.06	01-08-5406	BUILDING MAINTENANCE	MATS SERVICE/CLEANING CH
DUSTCATCHERS INC*	18574	06/09/16	145.08	01-08-5406	BUILDING MAINTENANCE	MATS SERVICE/CLEANING CH
DUTKIEWICZ, ED	16-05-0587	06/06/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5541 JESSICA DR PERMIT
EAGLE UNIFORM CO INC	245886	05/16/16	93.50	01-03-5313	UNIFORMS	BOOTS
EAGLE UNIFORM CO INC	245874	05/24/16	172.00	01-03-5321	POLICE STARS	GOLD BADGE, WALLET
EDDIE'S PHOTOGRAPHY	1589	05/25/16	35.00	01-01-5311	SPECIAL EVENTS	TRAIN STATION EVENT
EJ USA INC*	110160024136	05/16/16	2,536.10	02-17-5421	MAINTENANCE OF WATER MAINS	WATER MAIN REPAIR SUPPLIES
ELITE ROOFING & CONSTRUCTION INC	16-04-0315	06/03/16	60.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6333 EDGEWOOD CT PERMIT
EMERGENCY MEDICAL PRODUCTS INC	1827619	05/31/16	220.10	01-02-5317	EMS SUPPLIES	NITRILE GLOVES
EMERGENCY MEDICAL PRODUCTS INC	PHN439709	05/24/16	898.07	01-02-5317	EMS SUPPLIES	BATTERY, NITRILE GLOVES
ERLA INC dba EMSAR CHICAGO	55679	05/17/16	534.81	01-02-5317	EMS SUPPLIES	LABOR, LOCK PIN, BEARING, LOCK PLATES
EIP LABS INC*	16-131716	05/05/16	400.00	02-17-5421	MAINTENANCE OF WATER MAINS	40 TOTAL COLIFORM TESTS
FACTORY MOTOR PARTS COMPANY/FMP	52-314736	05/19/16	54.06	01-03-5402	VEHICLE MAINTENANCE	#45 SOLENOID ASSM, HARNESS
FACTORY MOTOR PARTS COMPANY/FMP	52-316411	06/06/16	13.97	01-03-5402	VEHICLE MAINTENANCE	#45 CAP ASM
FAHY, ED	16-03-0119	05/31/16	1,000.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6634 CONWAY CT PERMIT
FEDEX	5-427-95634	05/25/16	25.40	01-01-5304	POSTAGE & FREIGHT	ACT# 1101-7723-2
FEDEX	5-427-95634	05/25/16	35.83	01-01-5304	POSTAGE & FREIGHT	ACT# 1101-7723-2
FEDEX	5-427-95634	05/25/16	52.31	02-17-5304	POSTAGE & FREIGHT	ACT# 1101-7723-2
FIFTH THIRD BANK	INT PAYMNT 06-2016	06/08/16	33,234.50	15-00-5701	BOND INTEREST EXPENSE	ACT# 0904669660-00026
FISCHL, MARGARET	1-00409319-03 REF	06/09/16	34.64	99-00-1115	UTILITY CASH CLEARING	UB REFUND
FORAY, KARYL	06-06-16 REFUND	06/06/16	100.00	01-00-4831	FARMERS MARKET REGISTRATION	FARMERS MARKET VENDOR REFUND
GALLAGHER ASPHALT CORP*	639248MB	05/31/16	139.08	09-04-5415	PATCHING MATERIALS	UPM
GATSO USA*	2016-468	05/31/16	6,360.00	01-03-5512	OTHER SERVICES	RED LIGHT CAMERA PROGRAM - MAY

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
GEMBARA, RICHARD	06-06-16 PKWY TREE	06/06/16	150.00	01-04-5648 TREES	50/50 Parkway Tree Planting Program Reimbursement	
GEMBARA, RICHARD	16-05-0538	06/06/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5417 JESSICA DR PERMIT	
GRAINGER*	9119969427	05/24/16	349.56	01-04-5411 STREET LIGHT REPAIRS	STAINLESS STEEL BANDS	
GRILL'S TRUE VALUE HARDWARE*	A32705	05/19/16	2.99	01-03-5402 VEHICLE MAINTENANCE	#4 DOUBLE CUT KEY	
GRILL'S TRUE VALUE HARDWARE*	A33564	05/25/16	21.77	01-08-5408 BLDG MAINT-KENNEL	COVER, BRUSHES	
GUARDIAN INSURANCE CO*	QC 927	05/20/16	293.17	01-00-2130 DUE TO RETIREE BENEFITS	Dental Insurance	
GUARDIAN INSURANCE CO*	QC 927	05/20/16	237.02	01-00-2130 DUE TO RETIREE BENEFITS	Dental Insurance	
GUARDIAN INSURANCE CO*	QC 927	05/20/16	4,132.14	01-00-2123 INSURANCE-DENTAL	Dental Insurance	
HMO ILL.-HEALTH CARE SERVICE CORP*	JUNE 2016	05/13/16	6,487.37	01-02-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PP0 INSURANCE	
HMO ILL.-HEALTH CARE SERVICE CORP*	JUNE 2016	05/13/16	9,689.45	01-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PP0 INSURANCE	
HMO ILL.-HEALTH CARE SERVICE CORP*	JUNE 2016	05/13/16	215,283.94	01-00-2107 INS DEDUCTION PAYABLE	ACT# 256231 HMO/PP0 INSURANCE	
HOMER TREE CARE INC	22810	05/31/16	850.00	01-11-5504 CONTRACTUAL SERVICES	DEAD ASH TREE REMOVAL @ 16504 TERRY LN, 1 IN FRONT AND 1 IN BACK YARDS	
ILLINOIS CITY/COUNTY MANAGEMENT ASSOC	2016-2017 RENEWAL	06/01/16	272.00	01-01-5310 PROFESSIONAL DUES	TROY ISHLER DUES	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000014727	06/01/16	21,601.19	01-01-5518 LIABILITY INSURANCE	PROPERTY & LIABILITY ICRMT2016441 PREMIUM	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000014727	06/01/16	18,277.93	02-17-5518 LIABILITY INSURANCE	PROPERTY & LIABILITY ICRMT2016441 PREMIUM	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000014727	06/01/16	1,661.63	09-01-5518 LIABILITY INSURANCE	PROPERTY & LIABILITY ICRMT2016441 PREMIUM	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	2,859.42	01-01-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	47,074.19	01-02-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	59,945.86	01-03-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	15,289.02	01-04-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	245.56	01-09-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	12,612.00	02-17-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST*	RCB000000015388	06/01/16	5,161.58	02-18-5517 WORKER'S COMP INSURANCE	WORKERS COMPENSATION	
ILLINOIS DEPT OF EMPLOYMENT SECURITY	0662116162	05/25/16	665.00	01-01-5516 UNEMPLOYMENT INSURANCE	ACT# 800846 AC-0103 RPT PENALTY	
INGALLS OCCUPATIONAL HEALTH*	238189	06/02/16	65.00	01-01-5503 PROFESSIONAL SERVICES	DOT RECERTIFICATION - GUST	
INTERSECTION MEDIA LLC	213040	05/12/16	7,000.00	01-12-5309 COMMUNITY ADVERTISING	CHICAGO - PRODUCTION - ULTRA SUPER KING	359
INTERSECTION MEDIA LLC	213268	05/12/16	8,000.00	01-12-5309 COMMUNITY ADVERTISING	CHICAGO RAIL CAR - INTERIOR CAR CARD, PLATFORM 2 SHEET	359
INTERSECTION MEDIA LLC	214590	05/31/16	8,000.00	01-12-5309 COMMUNITY ADVERTISING	CHICAGO RAIL CAR - INTERIOR CAR CARD, PLATFORM 2 SHEET	359
INTERSTATE BATTERY SYSTEM OF CHICAGO*	24024648	05/31/16	359.85	02-17-5402 VEHICLE MAINTENANCE	#22 31-MHD	
INTERSTATE BATTERY SYSTEM OF CHICAGO*	57572999	05/26/16	219.95	01-04-5401 EQUIPMENT MAINTENANCE	#1 MT7-65	
J.M.D. SOX OUTLET	16-03-0128A	06/01/16	950.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6220 159th ST - SOX OUTLET PERMIT	
JELINEK, CAROL ANN	16-04-0290	06/07/16	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5703 LANCASTER PERMIT	
JOE RIZZA	398921	06/04/16	32.96	01-03-5402 VEHICLE MAINTENANCE	CONNECTOR	
JOHNSON CONTROLS INC	4PZJ-0012-0004	05/16/16	319,293.59	02-17-5653 WATER METERS	PROJECT# 4PZJ-0012 CITY OF OAK FOREST MUS	
JPMORGANCHASE	SB718349-11	05/26/16	29.96	01-03-5399 MISC EXPENSE	FEB 753 Case ID: SB718349-11 - SHEMANSKE SUBPOENA REVIEW	
JUDGE AUTOMOTIVE & TOWING*	15648	05/27/16	170.00	01-03-5399 MISC EXPENSE	POLICE TOW PAYMENT FOR AIVIA SMITH ON 05-26-16, LABOR ONLY	

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
KAM CONSTRUCTION	16-05-0473	05/26/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
KARNS, JASON	16-05-0458	05/26/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
KILDARE CONCRETE & SONS INC	16-05-0470	05/25/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
KILDARE CONCRETE & SONS INC	16-05-0522	05/25/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
KIMBALL MIDWEST*	4911620	05/18/16	226.06	02-17-5402	VEHICLE MAINTENANCE	
KING HEATING & AIR CONDITIONING	16-05-0477	06/03/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
KING HEATING & AIR CONDITIONING	16-05-0569	06/09/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
KUCZYNSKI, ROBERT	16-05-0506	06/09/16	10.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
LAIRD, ROSS	05-18-16 EXP REIMB	05/18/16	35.00	01-02-5312	TRAINING & TRAVEL	
LEGATZKE, DEBRA	16-04-0234	05/26/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
M & M ROOFING INC	16-04-0305	05/23/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
MACK INDUSTRIES LTD	16-01-0014	05/31/16	950.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
MAHER, CHRISTINA	05-20-16 EXP REIMB	05/20/16	26.50	01-12-5309	COMMUNITY ADVERTISING	
MAHER, CHRISTINA	05-24-16 EXP REIMB	05/24/16	804.70	01-01-5311	SPECIAL EVENTS	
MAHER, CHRISTINA	05-31-16 EXP REIMB	05/31/16	600.72	01-12-5309	COMMUNITY ADVERTISING	
MAHER, CHRISTINA	06-03-16 EXP REIMB	06/03/16	36.97	01-12-5309	COMMUNITY ADVERTISING	
MANHARD CONSULTING LTD*	14919	05/18/16	2,800.00	01-12-5503	PROFESSIONAL SERVICES	
MANHARD CONSULTING LTD*	14925	05/18/16	180.00	01-12-5503	PROFESSIONAL SERVICES	
MANHARD CONSULTING LTD*	15375	05/25/16	997.00	01-12-5503	PROFESSIONAL SERVICES	
McCANN INDUSTRIES INC*	02176530	05/19/16	64.28	01-04-5416	CONCRETE REPAIRS	
MEADE INC*	673488	05/20/16	880.26	08-00-5414	TRAFFIC SIGNAL MAINTENANCE	
MEDICAL REIMBURSEMENT SERVICES*	4113	06/01/16	4,556.75	01-02-5509	COLLECTION SERVICE	
MENARDS - TINLEY PARK*	94370	05/05/16	94.35	02-17-5406	BUILDING MAINTENANCE	
MENARDS - TINLEY PARK*	95096	05/16/16	26.47	01-08-5336	FLAGS & DECORATIONS	
MENARDS - TINLEY PARK*	95097	05/16/16	94.39	02-17-5402	VEHICLE MAINTENANCE	
MENARDS - TINLEY PARK*	95098	05/16/16	47.92	01-08-5336	FLAGS & DECORATIONS	
MENARDS - TINLEY PARK*	95105	05/16/16	8.38	01-08-5407	BLDG MAINT-COMMUNITY CNTR	
MENARDS - TINLEY PARK*	95238	05/18/16	14.26	01-08-5407	BLDG MAINT-COMMUNITY CNTR	
MENARDS - TINLEY PARK*	95454	05/21/16	191.69	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
MENARDS - TINLEY PARK*	95577	05/23/16	118.99	01-01-5311	SPECIAL EVENTS	
MENARDS - TINLEY PARK*	95680	05/24/16	35.13	01-03-5319	SMALL TOOLS	
MENARDS - TINLEY PARK*	96358	06/03/16	89.97	01-03-5319	SMALL TOOLS	
MENSING, MARK	05-25-16 LIGHT UP OU	05/25/16	42.77	01-12-5309	COMMUNITY ADVERTISING	
					RETAINER REFUND FOR 6015 AVALON PERMIT	
					RETAINER REFUND FOR 15226 KILPATRICK PERMIT	
					RETAINER REFUND FOR 6513 CHARLESTON PERMIT	
					RETAINER REFUND FOR 6523 CHARLESTON ST PERMIT	
					NUTS, CAP SCREWS, DRILL BIT, DISCS, HOSE ENDS	
					RETAINER REFUND FOR 15624 S PINE RD PERMIT	
					RETAINER REFUND FOR 5754 150th PL PERMIT	
					RETAINER REFUND FOR 6'149 FORESTVIEW DR PERMIT	
					SCUBA EQUIPMENT RENTAL EXPENSE REIMBURSEMENT	
					RETAINER REFUND FOR 5539 MARYANN CT PERMIT	
					RETAINER REFUND FOR 5541 JESSICA DR PERMIT	
					RETAINER REFUND FOR 15624 LARAMIE AVE PERMIT	
					LIVING OAK FOREST FACEBOOK AD EXPENSE REIMBURSEMENT	
					MEMORIAL DAY TENT AND CHAIR RENTAL EXPENSE REIMBURSEMENT	
					LIVING OAK FOREST STYLUS PENS EXPENSE REIMBURSEMENT	
					LIVING OAK FOREST FACEBOOK AD EXPENSE REIMBURSEMENT	
					SURVEYING SERVICES - SW CORNER 135th ST & HARLEM AVE	
					ZONING CASE 16-001: EAGLE SPORTS RANGE SPECIAL PERMIT	
					CMAQ/RTA COORDINATION/ASSISTANCE PHASE I STAKE BUNDLE	
					159th & CICERO POLE REMOVAL FOR NEW CONSTRUCTION WORK RELOCATED TO 155th & CICERO BY BANK COLLECTIONS MAY 2016	309
					CAT-5E, 6 WIRE, LED, CUTTER, PEN LIGHT, CONDUIT HANGER, MUDRING, CNNECTR, WALL PLATE OFFSET AVIATION CUT RIGHTS	
					RATCHETS, HEX BITS, HEXKEY SET	
					HVY DUTY CANS, PAILS	
					KNIFE, PATCH & REPAIR PAN	
					PAINT, MINI BONUS KIT	
					TREES, BASKETS, NOZZLE, HOSE, PREEN, ROUNDUP, TOP SOILS	
					PLATES, POP UP CANOPY	
					GLUE, CARPET TILES, KNIFE	
					FURRING, SCREWS, STAPLES, SPF	
					LIGHT UP OUR NEIGHBORHOOD PROGRAM APPLICATION REIMBURSEMENT	

List of Bills June 14th, 2016 FY2016-2017
Report dates: 6/14/2016-6/14/2016

City of Oak Forest

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
MIDAS AUTO SERVICE*	4202543	05/26/16	135.10	02-18-5401	EQUIPMENT MAINTENANCE	#45 REFRIGERANT
MILLER, RONALD	01060	06/03/16	25.00	01-00-4111	VEHICLE LICENSES-PASSENGER	SENIOR VEHICLE STICKER REFUND
MILLER, RONALD	01061	06/03/16	25.00	01-00-4111	VEHICLE LICENSES-PASSENGER	SENIOR VEHICLE STICKER REFUND
MITEL LEASING	1376101	06/01/16	216.95	01-01-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	269.24	01-02-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	418.82	01-03-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	97.29	01-04-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	29.80	01-05-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	14.96	01-10-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	89.75	01-11-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	29.92	01-12-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	14.96	02-17-5305	TELEPHONE	ACT# 313958.128379
MITEL LEASING	1376101	06/01/16	14.93	02-18-5305	TELEPHONE	ACT# 313958.128379
MOCO, MEL	16-05-0520	05/25/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15409 MAPLE CT PERMIT
MOZO, MIGUEL	16-05-0553	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15212 LINDEN DR PERMIT
MUNICIPAL COLLECTION SERVICES	008205	05/31/16	35.52	01-03-5509	COLLECTION SERVICE	OFBAIL BB
MUNICIPAL COLLECTION SERVICES	008207	05/31/16	1,050.99	01-03-5509	COLLECTION SERVICE	LOCAL OLFO02
MUNICIPAL COLLECTION SERVICES	008208	05/31/16	520.89	01-00-4806	REIMBURSE PROP DAMAGE	GREENE 339122 PAYMENT TO US
NEWMAN TRAFFIC SIGNS*	TI-0297989	05/18/16	335.57	01-04-5410	STREET MAINT/SIGNS	ISO BANDING
NEXT DAY PLUS*	5002774	05/31/16	93.00	01-02-5404	COMPUTER MAINTENANCE	HL 54XX HIGH YIELD TONER
NICOR GAS	52825310007	05/25/16	33.41	02-17-5306	NATURAL GAS	ACT# 52-82-53-1000 7
NICOR GAS	53302710008	05/25/16	26.29	02-17-5306	NATURAL GAS	ACT# 53-30-27-1000 8
NICOR GAS	56668823224	05/27/16	30.89	02-17-5306	NATURAL GAS	ACT# 56-56-88-2322 4
NORTH EAST MULTI-REGIONAL TRAINING	206690	05/16/16	100.00	01-03-5312	TRAINING & TRAVEL	BREACHPOINT - MANNING, LOPEZ
OAK FOREST CHAMBER OF COMMERCE	3902	05/05/16	1,000.00	01-12-5309	COMMUNITY ADVERTISING	CHAMBER CLASSIC GOLF OUTING, SILVER SPONSORSHIP
OAK FOREST CHAMBER OF COMMERCE	3903	05/05/16	400.00	01-12-5309	COMMUNITY ADVERTISING	CHAMBER CLASSIC GOLF OUTING, 2ND FOURSOME
OAK FOREST PARK DISTRICT	09-04-16	05/31/16	2,000.00	01-01-5201	OLD TIMES PICNIC	OLD TIMES FAMILY PICNIC DONATION
OCHAL, ROBERT	16-04-0337	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5843 ROB ROY DR PERMIT
O'DONNELL, DAVID	16-04-0228	05/26/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15643 SIERRA DR PERMIT
OKON JR, GREG	05-17-16	05/17/16	152.65	01-03-5312	TRAINING & TRAVEL	WASHINGTON DC TRIP FOR POLICE MEMORIAL EXPENSES REIMBURSEMENT
ON TIME INC*	32799	06/06/16	260.00	01-02-5313	UNIFORMS	T-SHIRTS, POLOS
ON TIME INC*	33063	06/06/16	144.00	01-02-5313	UNIFORMS	CAP, BELT, SHIRTS
ON TIME INC*	33190	06/07/16	111.00	01-02-5313	UNIFORMS	PANTS, T-SHIRTS, CAP
O'REILLY AUTO PARTS	3380-158663	05/09/16	34.20	01-04-5401	EQUIPMENT MAINTENANCE	#606, 612 OIL, AIR FILTERS
O'REILLY AUTO PARTS	3380-158781	05/10/16	49.98	02-18-5402	VEHICLE MAINTENANCE	#23 OIL FILTERS
O'REILLY AUTO PARTS	3380-158901	05/11/16	7.98	02-18-5401	EQUIPMENT MAINTENANCE	JACK OIL
O'REILLY AUTO PARTS	3380-159770	05/17/16	72.02	01-03-5402	VEHICLE MAINTENANCE	GASFLEX, MICRO-V BELTS, HATCH SUPPORT
O'REILLY AUTO PARTS	3380-159776	05/17/16	26.29	01-03-5402	VEHICLE MAINTENANCE	#40 TENSIONER
O'REILLY AUTO PARTS	3380-159894	05/18/16	26.10	01-03-5402	VEHICLE MAINTENANCE	#40 HATCH SUPPORT
O'REILLY AUTO PARTS	3380-160040	05/19/16	53.75	02-17-5401	EQUIPMENT MAINTENANCE	#401 HOOD SUPPORT, OIL FILTER

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O'REILLY AUTO PARTS	3380-160045	05/19/16	3.64	02-17-5401	EQUIPMENT MAINTENANCE	HATCH SUPPORT, HOOD SUPPORT
O'REILLY AUTO PARTS	3380-160073	05/19/16	21.84	01-02-5402	VEHICLE MAINTENANCE	MINI BULB
O'REILLY AUTO PARTS	3380-161027	05/25/16	5.98	01-02-5402	VEHICLE MAINTENANCE	MINI BULBS
O'REILLY AUTO PARTS	3380-161876	05/31/16	6.59	01-02-5402	VEHICLE MAINTENANCE	SEALED BEAMS
O'REILLY AUTO PARTS	3380-161982	06/01/16	49.96	01-03-5402	VEHICLE MAINTENANCE	#36 TPM SENSOR
O'REILLY AUTO PARTS	3380-161983	06/01/16	5.68	01-03-5402	VEHICLE MAINTENANCE	STOCK MINI LAMP
O'REILLY AUTO PARTS	3380-161984	06/01/16	75.94	02-17-5402	VEHICLE MAINTENANCE	STOCK OIL FILTERS, MINI LAMPS
O'REILLY AUTO PARTS	3380-162670	06/06/16	42.22	01-03-5402	VEHICLE MAINTENANCE	#45 SWAY LINK KT
O'WHENE, NADINE*	05-15-16 MILES	05/15/16	17.28	02-17-5504	CONTRACTUAL SERVICES	32 MILES
PACE SUBURBAN BUS	428637	05/25/16	100.00	01-09-5513	LEASE PAYMENTS	ACT# 1586 JUNE 2016 VANPOOL TRANSIT FARE 299MN
PACE SUBURBAN BUS	428718	05/25/16	100.00	01-09-5513	LEASE PAYMENTS	ACT# 1586 JUNE 2016 VANPOOL TRANSIT FARE 905MN
PADILLA, PABLO	16-05-0565	06/02/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15437 JAMES DR PERMIT
PAGAN, WILFRED	16-04-0303	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15942 S. LOCKWOOD PERMIT
PARK ACE HARDWARE*	051782/1	06/03/16	19.99	01-02-5406	BUILDING MAINTENANCE	WEED&GRASS KILLER
PENGUIN MANAGEMENT INC	39678	05/18/16	1,548.00	89-00-5602	COMPUTERIZATION	Months of Voice Notification, Captain, 1,250 phone calls a month
PENGUIN MANAGEMENT INC	39678	05/18/16	199.00	89-00-5602	COMPUTERIZATION	One Time Set-up Fee
PERFORMANCE DETAILING	12678	05/26/16	170.00	01-03-5601	VEHICLE PURCHASES	TINT SQUAD CAR WINDOW
PILCH, JOSEPH J*	124996 EXP REIMB	05/18/16	19.73	01-05-5399	MISC EXPENSE	DUPLICATE KEY, KEY IDENTIFIERS EXPENSE REIMBURSEMENT
POMPS TIRE SERVICE INC*	31008352	05/16/16	381.78	01-02-5402	VEHICLE MAINTENANCE	ROAD SERVICE AFTER HOURS
POMPS TIRE-ROCKDALE*	690038131	05/25/16	1,473.00	01-02-5402	VEHICLE MAINTENANCE	#863 Tires, Road Service, Dismount, Mount, Tire User Fee, Scrap Disposal Fee, Wheel Truck Valve
POMPS TIRE-ROCKDALE*	690038133	05/25/16	1,477.90	01-02-5402	VEHICLE MAINTENANCE	#883 Tires, Road Service, Dismount, Mount, Tire user fee, Scrap disposal fee, Wheel Truck valve
POWER HOME REMODELING GROUP INC	16-05-0450	06/02/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15236 CENTRAL AVE PERMIT
PRENDVILLE, EDMOND	16-05-0511	05/24/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14955 EL VISTA PERMIT
PRO TEMP OF ILLINOIS	16-05-0524	06/03/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15612 SAYRE AVE PERMIT
PROSHRED SECURITY*	100073080	05/18/16	30.00	01-03-5512	OTHER SERVICES	FIRST 64 GALLON
PROVEN BUSINESS SYSTEMS LLC	305468753	05/26/16	97.67	01-03-5514	EQUIPMENT RENTAL	CONT# 500-0468470-000 CANON IRAC250IF
PROVEN BUSINESS SYSTEMS*	314546	05/16/16	10.00	01-03-5304	POSTAGE & FREIGHT	KYOCERA BLACK TONER SHIPPING
PROVEN BUSINESS SYSTEMS*	316973	05/27/16	10.00	01-03-5304	POSTAGE & FREIGHT	CANON TONER SHIPPING
PROVEN BUSINESS SYSTEMS*	317726	06/02/16	10.00	01-03-5304	POSTAGE & FREIGHT	CANON BLACK TONER SHIPPING
PROVEN BUSINESS SYSTEMS*	318162	06/06/16	10.00	01-01-5304	POSTAGE & FREIGHT	CANON BLACK, YELLOW, WASTE TONER SHIPPING
PROVEN BUSINESS SYSTEMS*	6517244	05/21/16	47.81	01-02-5399	MISC EXPENSE	CONTRACT# 100-2768458-001
PURE HEALTH SOLUTIONS INC*	06-01-16	06/01/16	185.00	01-01-5223	FARMERS MARKET	5,000 EDDM - FARMERS MARKET
QUALITY PRINTING & DESIGN*	5998558	05/19/16	33.21	01-03-5301	OFFICE SUPPLIES	DVD-Rs, TAPE
QUILL CORPORATION*	6018350	05/20/16	12.06	01-03-5301	OFFICE SUPPLIES	CD/DVD STORAGE SLEEVES
QUILL CORPORATION*	6022046	05/20/16	21.05	01-03-5301	OFFICE SUPPLIES	10 PACK USB DRIVES
RADIOLOGY IMAGING CONSULTANTS SC	1102960-QRICO-OB	05/28/16	197.50	01-01-5209	POLICE & FIRE COMMISSION	ACT# 1102960-QRICO-OB ENGLE
READYREFRESH	06E0121231666	06/02/16	105.26	01-03-5399	MISC EXPENSE	ACT# 0121231666 WATER,CUPS,RENTALS
READYREFRESH	06E0121231666	06/02/16	16.62	01-01-5399	MISC EXPENSE	ACT# 0121231666 WATER,CUPS,RENTALS
RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	1,416.60	01-01-5304	POSTAGE & FREIGHT	POSTAGE METER ALLOCATION

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RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	357.80	01-03-5304	POSTAGE & FREIGHT	
RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	66.60	01-02-5304	POSTAGE & FREIGHT	
RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	81.60	02-17-5304	POSTAGE & FREIGHT	
RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	20.40	02-18-5304	POSTAGE & FREIGHT	
RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	28.40	01-11-5304	POSTAGE & FREIGHT	
RESERVE ACCOUNT	06-02-16 POSTMETER	06/02/16	28.60	01-12-5304	POSTAGE & FREIGHT	
RINCHICH, RICHARD*	06-07-16 EXP REIMB	06/07/16	32.00	01-04-5312	TRAINING & TRAVEL	
RIVERA, ALICIA	16-05-0454	05/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
ROGERS ROOFING	16-05-0539	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
ROSENSTIEHL, MICHAEL	16-05-0542	06/06/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
ROSILES, ARTEMIO	16-05-0448	06/06/16	150.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
RR LANDSCAPE SUPPLY*	95371	05/05/16	90.00	02-18-5418	LANDSCAPING REPAIRS	
RUSSELL, KEITH	05-25-16 CDL	05/25/16	60.00	01-04-5515	UNION HEALTH BENEFITS	
RUSSO POWER EQUIPMENT INC	3178998	05/31/16	66.66	01-02-5401	EQUIPMENT MAINTENANCE	
RYAN, KATHRYN A.*	PZR155	05/18/16	130.00	01-01-5503	PROFESSIONAL SERVICES	
RYAN, KATHRYN A.*	PZR156	06/01/16	100.00	01-01-5503	PROFESSIONAL SERVICES	
RYAN, TIMOTHY	16-05-0494	05/24/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
SAM'S CLUB	004140	05/26/16	53.99	01-01-5207	SR. CITIZENS COMMISSION	
SAM'S CLUB	009941	05/19/16	43.29	01-08-5406	BUILDING MAINTENANCE	
SAM'S CLUB	06-06-16	06/06/16	754.71	01-04-5399	MISC EXPENSE	
SANCHEZ PAVING COMPANY	16-05-0548	06/02/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
SANCHEZ, BRIDGET	06-06-16 FARMERS MAR	06/06/16	200.00	01-01-5223	FARMERS MARKET	
SECRETARY OF STATE-ILLINOIS	2016 T1 NOTARY	05/26/16	10.00	01-01-5399	MISC EXPENSE	
SEGRETI, ROBERT	16-04-0242	05/26/16	150.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
SHEIKH, IBRAHIM N.	06-02-16 YOUTH AGENT	06/02/16	50.00	01-03-5512	OTHER SERVICES	
SHOLLENBERGER, KENNETH	16-04-0211	05/23/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
SIMPSON, LAURA	16-05-0575	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
SIRCHIE	0255082-IN	05/20/16	86.43	01-03-5323	LAW ENFORCEMENT SUPPLIES	
SLAGER, WILLIAM	05-09-16 EXP REIMB	05/09/16	5.43	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
SLAGER, WILLIAM	05-16-16 EXP REIMB	05/16/16	29.03	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
SLAGER, WILLIAM	05-17-16 EXP REIMB	05/17/16	21.36	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
SLAGER, WILLIAM	05-19-16 EXP REIMB	05/19/16	22.09	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
SLAGER, WILLIAM	05-19-16 EXP REIMB2	05/19/16	2.20	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
SLAGER, WILLIAM	05-20-16 EXP REIMB	05/20/16	69.00	01-01-5217	STREETSCAPE ADVISORY COUNCIL	
SMALL, ROBERT	05-19-16 EXP REIMB	05/19/16	159.99	01-05-5401	EQUIPMENT MAINTENANCE	
SPANOS, MICHAEL P.	16-05-0457	06/01/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	
					POSTAGE METER ALLOCATION	
					POSTAGE METER ALLOCATION	
					POSTAGE METER ALLOCATION	
					POSTAGE METER ALLOCATION	
					POSTAGE METER ALLOCATION	
					POSTAGE METER ALLOCATION	
					PW DIRECTORS LUNCHEON MEETING EXPENSE REIMBURSEMENT	
					RETAINER REFUND FOR 6961 W. 156th PL PERMIT	
					RETAINER REFUND FOR 5554 FERN AVE PERMIT	
					RETAINER REFUND FOR 5530 JESSICA DR PERMIT	
					RETAINER REFUND FOR 5023 LANDLEY CT PERMIT	
					ECONOMY MIX SEED 50#	
					CDL PERMIT EXPENSE REIMBURSEMENT	
					POWER SAWS REDUCING RINGS, FUEL	
					PZR MEETING MINUTES=13 PAGES	
					PZR MEETING MINUTES=10 PAGES	
					RETAINER REFUND FOR 15243 LAPORTE AVE PERMIT	
					KL ORIGINALS	
					LYSOL, FORMULA 409, SPRAYWAYS, CLOROX	
					TISSUE, NAPKINS, PLATES, BOWLS, KETCHUP, COFFEE, TOWELS, LINERS, BAGS, SUGAR, CREAMER, SPOONS	
					RETAINER REFUND FOR 15928 LECLAIRE PERMIT	
					FARMERS MARKET MANAGER STIPEND	
					NOTARY RENEWAL - TROY ISHLER	
					RETAINER REFUND FOR 6006 EL MORRO PERMIT	
					YOUTH AGENT	
					RETAINER REFUND FOR 17071 BELLE ST PERMIT	
					RETAINER REFUND FOR 16033 LONG AVE PERMIT	
					GUN EVIDENCE BOX	
					ALDI ANNUALS EXPENSE REIMBURSEMENT	
					ALDI STAKES, PLANT FOOD, LINER, PLANTER EXPENSE REIMBURSEMENT	
					MENARDS ANNUALS EXPENSE REIMBURSEMENT	
					MENARDS SOIL ANNUALS, ACCENTS EXPENSE REIMBURSEMENT	
					LOWE'S PRIMROSE EXPENSE REIMBURSEMENT	
					COUNTRY CRAFTS GARAGE SALE BIRDHOUSES, PLANTER BOX, GARDEN WINDOW, WAGON, PLANTER EXPENSE REIMBURSEMENT	
					BEST BUY 900W AVR EXPENSE REIMBURSEMENT	
					RETAINER REFUND FOR 15629 LATROBE AVE PERMIT	

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STANDARD EQUIPMENT CO	C13568	05/26/16	31.18	02-17-5402 VEHICLE MAINTENANCE	HOSE END	
STEPANEK, DEBRA	16-04-0323	06/06/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14845 LECLAIRE AVE PERMIT	
STYRSKY, MICHELE K.*	05-31-16 MILES	05/31/16	8.64	01-11-5312 TRAINING & TRAVEL	16 MILES	
SUB ZERO REFRIGERATION*	0000003361	05/18/16	190.00	02-17-5406 BUILDING MAINTENANCE	BAD BEARING, PULLED, INSTALL NEW ONE	
SUBURBAN LANDSCAPING	104387	05/04/16	1,582.35	01-04-5510 LAWN CARE	Annual Turf/Slope Mowing Contract, Council Approved 4-12-2016	277
SUBURBAN LANDSCAPING	104388	05/11/16	1,461.25	01-04-5510 LAWN CARE	Annual Turf/Slope Mowing Contract, Council Approved 4-12-2016	277
SUSTAINABLE SUPPLY	INV-10176231	06/03/16	2,595.00	01-02-5607 BUILDING IMPROVEMENTS	Global Phenolic Black-Core Partition Package, Stations 1 & 2 bathrooms	357
TEBO, JUSTIN	16-05-0567	06/01/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15437 RIDGELAND AVE PERMIT	
THIRD MILLENNIUM ASSOC INC	19501	05/31/16	9,952.28	01-01-5512 OTHER SERVICES	Programming & System set-up for 2016 Vehicle Application Mailing, billing file, laser imaging, inserting, mailing, Letter	373
THOMPSON ELEVATOR INSPECTION SERVICE	16-1633	05/19/16	93.00	01-11-5503 PROFESSIONAL SERVICES	2 ELEVATOR REINSPECTIONS, 1 CERTIFICATE	
THOMPSON ELEVATOR INSPECTION SERVICE	16-1763	06/02/16	207.00	01-11-5503 PROFESSIONAL SERVICES	2 ELEVATOR REINSPECTIONS, 1 NEW CONSTRUCTION, 3 CERTIFICATES	
THREE BROTHERS LANDSCAPING INC	150860510	05/10/16	1,230.00	01-11-5504 CONTRACTUAL SERVICES	2016 NUISANCE PROPERTY MOWINGS ROUND 1	303
THREE BROTHERS LANDSCAPING INC	150860531	05/31/16	1,376.00	01-11-5504 CONTRACTUAL SERVICES	2016 NUISANCE PROPERTY MOWINGS ROUND 2	303
TOWER CAR WASH*	16-97	06/01/16	276.00	01-03-5402 VEHICLE MAINTENANCE	71 WASHES	
TRAFFIC CONTROL & PROTECTION INC*	86654	05/19/16	1,413.30	01-04-5410 STREET MAINT/SIGNS	Street Signs - brackets, arrow signs, chevrons, etc	318
TRANSUNION RISK AND ALTERNATIVE	910851 06-16	06/01/16	46.00	01-03-5512 OTHER SERVICES	Ac# 910851	
TRUGREEN	47167373	05/24/16	250.00	01-08-5510 LAWN CARE	CITY HALL CAMPUS VEG CONTROL	
TRUGREEN	47634419	06/01/16	99.00	01-08-5510 LAWN CARE	CITY HALL CAMPUS FERTILIZATION	
TYLER TECHNOLOGIES	049926	05/19/16	1,440.00	89-00-5401 EQUIPMENT MAINTENANCE	ASSISTANCE TO MIGRATE SERVER PROGRAM	274
U.S. BANK EQUIPMENT FINANCE	305554263	05/26/16	218.10	01-02-5401 EQUIPMENT MAINTENANCE	CONT# 500-0369898-000	
U.S. BANK*	S307511 07-16	05/25/16	56,340.00	02-17-5701 BOND INTEREST EXPENSE	ACT# S307511 GOB SERIES 2008A	
U.S. BANK*	S307511 07-16	05/25/16	21,910.00	02-18-5701 BOND INTEREST EXPENSE	ACT# S307511 GOB SERIES 2008A	
U.S. BANK*	S307512 07-16	05/25/16	80,013.75	26-00-5701 BOND INTEREST EXPENSE	ACT# S307512 GOB SERIES 2008B	
U.S. BANK*	S350421 07-16	05/25/16	16,619.40	02-17-5701 BOND INTEREST EXPENSE	ACT# S350421 GOB SERIES 2009A	
U.S. BANK*	S350421 07-16	05/25/16	6,463.10	02-18-5701 BOND INTEREST EXPENSE	ACT# S350421 GOB SERIES 2009A	
U.S. BANK*	S350422 07-16	05/25/16	52,077.50	26-00-5701 BOND INTEREST EXPENSE	ACT# S350422 GOB SERIES 2009B	
UNDERGROUND PIPE & VALVE CO	015033	05/19/16	64.00	02-17-5423 HYDRANT REPAIRS	REPAIR CLAMPS, HYDRANT WRENCH	
UNDERGROUND PIPE & VALVE CO	015033	05/19/16	700.00	02-17-5421 MAINTENANCE OF WATER MAINS	REPAIR CLAMPS, HYDRANT WRENCH	
UNITED STATES TREASURY	07-01-16 PCOR	06/07/16	512.12	01-01-5504 CONTRACTUAL SERVICES	36-6007749 PCOR	
VERIZON WIRELESS	9765140635	05/09/16	597.21	01-02-5305 TELEPHONE	Ac# 980507380-00001	
VERIZON WIRELESS	9765140635	05/09/16	114.15	89-00-5305 TELEPHONE	Ac# 980507380-00001	
VERIZON WIRELESS	9765140635	05/09/16	38.01	01-01-5305 TELEPHONE	Ac# 980507380-00001	
VERIZON WIRELESS	9765140635	05/09/16	196.10	02-17-5305 TELEPHONE	Ac# 980507380-00001	
VILLAGE OF OAK LAWN*	4625	06/02/16	183.21	02-17-5524 WATER PURCHASES-DEBT SERVICE	NORTHERN TRUST UNUSED COMMITMENT FEE FOR 1st QTR 2016	304
VILLAGE OF OAK LAWN*	MAY 2016	06/03/16	264,878.22	02-17-5525 WATER PURCHASES	Water Purchase Gallons = 62,383	
VILLAGE VIEW PUBLICATION INC	L193361	05/20/16	100.00	01-01-5223 FARMERS MARKET	FARMERS MARKET 2 COL X 2" AD	
VLOEDMAN, RONALD	16-04-0304	05/25/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4327 SCOTT ST PERMIT	
W. G. N. FLAG & DECORATING CO	45514	05/09/16	3,060.00	01-08-5336 FLAGS & DECORATIONS	3 x 5 US Nylon Flags per State of IL Joint Purchase, for City light	

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WAREHOUSE DIRECT*	3091668-0	06/08/16	35.94	01-02-5406	BUILDING MAINTENANCE poles	320
WATCHGUARD VIDEO	4REINV0004672	05/23/16	20,880.00	01-03-5602	COMPUTERIZATION 4RE Digital in car video systems	312
WEBER ALUMINIUM INC	16-05-0485	05/24/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT RETAINER REFUND FOR 15046 RIDGEWOOD PERMIT	
WEIMAR LTD., JOHN A.*	MAY 2016	06/10/16	150.00	01-01-5501	HEARING OFFICER L-Court, P-Court	
WEIMAR LTD., JOHN A.*	MAY 2016	06/10/16	450.00	01-03-5501	HEARING OFFICER L-Court, P-Court	
WEST BEND MUTUAL INSURANCE CO	NOA2324185	05/27/16	50.00	01-01-5399	MISC EXPENSE TROY ISHLER NOTARY BOND	258
WESTERN REMAC INC	50223	05/24/16	2,705.00	01-04-5409	PROPERTY DAMAGE Repair damaged entryway sign on cicero and 149th Street, new post wrap with special medallion & Welcome to sign panel, masonry-faux brick wrap, panels to be 3M HIP repl graphics MONTHLY ANALYTICS REPORTS FOR OAK FOREST WEBSITE	
WIDELY INTERACTIVE LLC*	1643	05/31/16	62.50	01-12-5309	COMMUNITY ADVERTISING	
WIDELY INTERACTIVE LLC*	1650	06/06/16	250.00	01-12-5309	COMMUNITY ADVERTISING 1 YEAR ANNUAL RENEWAL - DOMAIN AND SITE HOSTING	
WILLE BROTHERS COMPANY*	350157	05/12/16	809.35	01-04-5416	CONCRETE REPAIRS READY MIX CONCRETE, CHLORIDE, EXPANSION JOINTS	
WILLE BROTHERS COMPANY*	350239	05/16/16	953.04	02-17-5416	CONCRETE REPAIRS READY MIX CONCRETE, CHLORIDE	
WILLE BROTHERS COMPANY*	350316	05/19/16	988.04	01-04-5416	CONCRETE REPAIRS READY MIX CONCRETE, CHLORIDE, EXPANSION JOINTS	
WINTER HOMES INC	16-04-0256	05/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT RETAINER REFUND FOR 5635 DOVER RD PERMIT	
WOW! BUSINESS	011736535 053016	05/30/16	375.00	01-02-5512	OTHER SERVICES ACT# 011736535	
WOW! BUSINESS	013872609 052816	05/28/16	121.99	01-02-5404	COMPUTER MAINTENANCE ACT# 013872609	
WOW! BUSINESS	013872609 052816	05/28/16	154.57	01-03-5404	COMPUTER MAINTENANCE ACT# 013872609	
WOW! BUSINESS	013872609 052816	05/28/16	281.75	01-04-5404	COMPUTER MAINTENANCE ACT# 013872609	
WOW! BUSINESS	013872609 052816	05/28/16	219.90	02-17-5404	COMPUTER MAINTENANCE ACT# 013872609	
WOW! BUSINESS	013872609 052816	05/28/16	116.79	02-18-5404	COMPUTER MAINTENANCE ACT# 013872609	
WRIGHT CONCRETE RECYCLING INC*	051616J-31	05/16/16	25.00	01-04-5326	LANDFILL 3" STONE	
WRIGHT CONCRETE RECYCLING INC*	051816J-23	05/18/16	45.00	01-04-5326	LANDFILL 3-4 WHEELER CONCRETE DUMPS	
YORK, JOHN OR PATRICIA	16-04-0230	05/19/16	150.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT RETAINER REFUND FOR 4944 W. 151st ST PERMIT	
Z-FORCE TRANSPORTATION INC*	16-148830	05/11/16	9,000.00	01-04-5326	LANDFILL Blanket PO Landfill of Watermain Break Spills	298
Z-FORCE TRANSPORTATION INC*	16-148830	05/11/16	7,605.00	01-04-5326	LANDFILL Blanket PO Landfill of Watermain Break Spills	374
Z-FORCE TRANSPORTATION INC*	16-148935	05/16/16	1,230.00	01-04-5326	LANDFILL Blanket PO Landfill of Watermain Break Spills	374
Z-FORCE TRANSPORTATION INC*	16-148958	05/18/16	2,699.44	02-17-5421	MAINTENANCE OF WATER MAINS STONE BACKFILL FOR WATER MAIN BREAKS	333

Grand Totals: 1,839,069.82



NOTICE AGENDA ITEM

Supplemental List-of-Bills June 14th, 2016 Fiscal Year 2016-2017
Check Issue Dates: 5/1/2016 - 6/14/2016

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Description	Gen Description
COMED	147TH ST LIGHT	97971	06/06/16	1,344.68	01-04-5411	STREET LIGHT REPAIRS	Up front payment for new wires & street light west of G
EPA ENVIRONMENTAL PRODUCTS & ACCE	2Y8741985M18957	1051203	05/09/16	124.60	02-18-5319	SMALL TOOLS	STEEL TUBE HANDLE - 8"
FUN FUN FUN DJS	05-24-16 FM ENTE	97963	05/24/16	200.00	01-01-5223	FARMERS MARKET	FARMERS MARKET OPENING DAY DJ
ILLINOIS MUNICIPAL RETIREMENT FUND	86368	1051143	05/20/16	48,791.26	01-00-2104	IMRF W/H PAYABLES	APRIL CONTRIBUTIONS
POSTMASTER - OAK FOREST	06-06-16 UB POST	97972	06/06/16	1,440.14	02-18-5304	POSTAGE & FREIGHT	UB Postage
SANCHEZ, BRIDGET	05-24-16 FM MGR	97964	05/24/16	50.00	01-01-5223	FARMERS MARKET	FARMERS MARKET MANAGER
SECRETARY OF STATE - ILLINOIS	2016 PLATE STKR	97973	06/06/16	101.00	01-03-5402	VEHICLE MAINTENANCE	1FMEU73808UB05755
SORICH, CATHY	05-24-16 FM FACE	97965	05/24/16	75.00	01-01-5223	FARMERS MARKET	FARMERS MARKET FACE PAINTING

Grand Totals: 52,126.68



NOTICE AGENDA ITEM

List of Bills June 14th, 2016 FY2015-2016
Report dates: 6/14/2016-6/14/2016

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 04-16	04/12/16	322.50	01-01-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 04-16	04/12/16	4,246.25	26-00-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 04-16	04/12/16	5,407.50	01-12-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 04-16	04/12/16	3.68	01-01-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 043016	04/30/16	591.25	01-01-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 043016	04/30/16	4,085.00	26-00-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 043016	04/30/16	430.00	37-00-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 043016	04/30/16	4,041.25	01-12-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0000 043016	04/30/16	163.02	01-01-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0001 04-16	04/12/16	268.75	01-01-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0003 04-16	04/12/16	3,816.25	01-01-5506	LEGAL FEES-REGULAR	
ANCEL GLINK DIAMOND BUSH DICIANNI & KR*	3254745.0003 043016	04/30/16	6,557.50	01-01-5506	LEGAL FEES-REGULAR	
DANIELS PRINTING & OFFICE SUPPLY*	618727-0	03/29/16	14.49	01-03-5301	OFFICE SUPPLIES	
DANIELS PRINTING & OFFICE SUPPLY*	619101-0	04/08/16	15.43	01-01-5301	OFFICE SUPPLIES	
DOUG'S DOGS	04-14-16 EMA	04/14/16	397.50	01-05-5312	TRAINING & TRAVEL	
F.H. PASCHEN S.N. NIELSEN & ASSOC. LLC	1550-220-2F	12/31/15	4,653.99	01-04-5607	BUILDING IMPROVEMENTS	130
F.H. PASCHEN S.N. NIELSEN & ASSOC. LLC	1550-231-1F	02/23/16	9,993.22	01-02-5607	BUILDING IMPROVEMENTS	209
FELD FIRE	0245469	04/30/16	843.95	01-02-5314	FF PROTECTIVE GEAR	
JOHNSON CONTROLS INC	4PZJ-0012-0004	05/16/16	638,587.18	02-17-5653	WATER METERS	
KANE MCKENNA & ASSOC INC	13911	04/29/16	262.50	14-00-5503	PROFESSIONAL SERVICES	
KANE MCKENNA & ASSOC INC	13912	04/29/16	1,250.00	01-12-5503	PROFESSIONAL SERVICES	
KANE MCKENNA & ASSOC INC	13913	04/29/16	7,622.42	26-00-5503	PROFESSIONAL SERVICES	
KLEIN THORPE AND JENKINS LTD*	182643 4260-001	04/30/16	4,394.88	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182644 4260-013	04/30/16	638.00	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182645 4260-067	04/30/16	1,880.60	26-00-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182646 4260-079	04/30/16	2,574.00	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182647 4260-092	04/30/16	177.50	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182648 4260-101	04/30/16	176.00	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182649 4260-103	04/30/16	520.00	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182650 4260-107	04/30/16	60.00	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182651 4260-109	04/30/16	200.00	01-01-5506	LEGAL FEES-REGULAR	
KLEIN THORPE AND JENKINS LTD*	182652 4260-110	04/30/16	55.30	26-00-5506	LEGAL FEES-REGULAR	
LARRY'S BRAKE SERVICE*	04-05-16 PW	04/05/16	93.00	02-18-5402	VEHICLE MAINTENANCE	
LARRY'S BRAKE SERVICE*	04-13-16 PW	04/13/16	31.00	02-18-5402	VEHICLE MAINTENANCE	
LIBERTY FLAG & BANNER*	11957	12/17/15	825.00	01-12-5309	COMMUNITY ADVERTISING	
LIBERTY FLAG & BANNER*	12244	04/01/16	825.00	01-12-5309	COMMUNITY ADVERTISING	
MATERIAL SYSTEMS INC*	345252	04/25/16	654.94	02-17-5421	MAINTENANCE OF WATER MAINS	
MCDONALD'S RESTAURANT	DEC15 - APR16 PRISON	04/30/16	530.71	01-03-5399	MISC EXPENSE	
MEADE INC*	672572	03/11/16	3,464.84	01-04-5409	PROPERTY DAMAGE	
MEADE INC*	673348	04/27/16	3,088.00	01-04-5409	PROPERTY DAMAGE	
					Emergency Repairs - Replace knockdown pole at 151st and Cicero Ave, Crash Report # 15-20801	375
					Emergency Repairs - Replace knockdown pole at 6100 159th street Crash Report 16-8871	283

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
MEADE INC*	673349	04/27/16	2,681.00	01-04-5409 PROPERTY DAMAGE	Emergency Repairs - Replace knockdown pole at 15000 and Cicero Ave	286
MENARDS - TINLEY PARK*	523531	04/30/16	149.00	01-04-5319 SMALL TOOLS	CREDIT TAKEN TWICE IN 2014 FOR ANGLE GRINDER RETURN	
RAINBOW FARMS ENTERPRISES INC*	33540	04/04/16	250.00	01-04-5326 LANDFILL	2 LOADS WOODCHIP TRUCKING	
SARABIA, MARISOL	09-25-15 SIMON PL	09/25/15	150.00	01-04-5424 MAINTENANCE OF SEWERS	REIMBURSEMENT RESIDENT FOR SEWER TELEVISIONING	264
WILLE BROTHERS COMPANY*	349359	03/29/16	1,000.00	02-17-5416 CONCRETE REPAIRS	READY MIX CONCRETE, WINTER SERVICE	264
WILLE BROTHERS COMPANY*	349574	04/11/16	410.00	02-17-5416 CONCRETE REPAIRS	YD 4000 PSI A/E	287
WILLE BROTHERS COMPANY*	349574	04/11/16	2,540.00	02-17-5416 CONCRETE REPAIRS	YD 4000 PSI A/E	287
WILLE BROTHERS COMPANY*	349615	04/13/16	2,750.00	02-17-5416 CONCRETE REPAIRS	YD 4000 PSI A/E	51
WILLE BROTHERS COMPANY*	349852	04/26/16	774.35	02-17-5416 CONCRETE REPAIRS	READY MIX CONCRETE, CHLORIDE	51
WILLE BROTHERS COMPANY*	349876	04/27/16	246.25	02-17-5416 CONCRETE REPAIRS	Ready Mix Concrete	51

Grand Totals: 724,713.00

City of Oak Forest Streetscape Commission Meeting

Monday, May 9, 2016

In Attendance;

Liaison: Laura Clemons

Linda Cerny, Nancy Hullinger, Lynn LoBianco, Judy Mundinger, Sherry Murawski, Bill Slager, Linda Wagner..

Absent: Alisa Flynn, Erin Martinez.

Old Business:

1. The campus has been cleaned. Nancy took care of cleaning up the pots and the beds and got them ready for planting.

New Business:

1. Shopping for flowers will be at Alsip Nursery in Frankfort. Those of us who are going shopping will meet at 6:30 pm on Friday, May 20.
2. We will plant on campus on Saturday, May 21.
3. Plant Exchange is June 5, 2016 10:00- 2:00 pm. We will start setting up at 9:00am.

Next meeting is June 13, 2016.

Linda Cerny
Secretary
Oak Forest Streetscape Commission

• **CITY OF OAK FOREST**
CABLE COMMISSION MINUTES
April 14, 2016

Meeting opened with the Pledge of Allegiance at 7:00 p.m.

Attendance

Present: Tom McMahon, Dolores Cozzolino, Ablah Farahed, Tom Finn , Paul Wechet
Absent. Guy Gattone
Audience Guest: Gene Korzenko,, David Poininski

Secretary's Report

- Motion made to approve March minutes

Announcements

- No announcements

Audience Dialogue Summary

- No audience member present.

Cable Company Updates

- **COMCAST** -. No new updates
- **ATT** - No new updates.
- **WOW** No new updates.

OFBN APRIL 2016 Review

General Announcements:

- Met with telecommunications equipment representative explaining the new features available for HD transmission and digital cameras. He also reassessed the priorities for upgrading the present transmission equipment and his recommendations for the council chambers and the control room.

Technical:

- Our website will be updated so that the council meetings will be streamed.

CIC-TV Announcements:

- Not available.

TREASURER'S REPORT

- Year to date activity should be 85% . Cable Commission expenditures are 61%.
- Computerization line item is for the firewall. Our portion is \$183.
- Treasurer's report was approved.

OLD BUSINESS

- R. Marquardt's cable problem has been fixed.

NEW BUSINESS

- Walter Spreadbury has developed COMCAST problems and our rep will be contacted.

Dolores Cozzolino

Dolores Cozzolino

Secretary, Cable Commission

Meeting was adjourned

Next meeting: May 12, 2016

EMERGENCY TELEPHONE SYSTEM BOARD
MINUTES (SUMMARIZED)
MAY 3RD, 2016

ATTENDANCE

Police Chief Anderson, Fire Chief Janozik and Supervisor M. Morgan.

APPROVAL OF MINUTES

Motion to approve the minutes from the April 6th, 2016 Meeting was made by Chief Janozik, seconded by Chief Anderson and agreed to by all.

APPROVAL OF BILLS

The monthly bills of \$420.57 (AT&T FD Oak Park line), \$1460.00 (Onsite Communications -4 portables), \$1440.00 (Tyler Technologies – migrations of server) and \$811.00 (Flor Tech-repair floor in Communication Center) were approved for payment. Motion made by Chief Janozik, seconded by Marilyn Morgan and agreed to by all under Resolution 16-04. AT&T invoices were paid from ISP \$1200.00 (acct # 8058), and \$157.64, \$2.67 (acct # 7058).

NEW BUSINESS

Chief Janozik is looking into EDispatches and is utilizing a 30 day trial. This program will replace FD pagers.

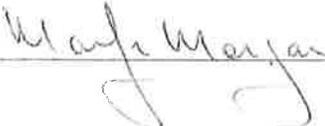
OLD BUSINESS

Chief Anderson advised the City Council approved the 158th Cicero micro wave project. He also advised he has spoken with Orland Park PD regarding combined Dispatch and is awaiting a response.

PUBLIC COMMENT

ADJOURNMENT

Motion to adjourn at 0950 hours made by Bob Small, seconded by Chief Anderson and agreed to by all. Next scheduled Meeting is Tuesday, June 7th, 2016 at the Police Department Conference Room.



6-7-16

Senior Commission Mtg.

Minutes

Feb. 10, 2016

I. Date - Feb. 10, 2016 Begin at 1:00 p.m.

II. Pledge of Allegiance

A. All members are present

B. Reading of Minutes

1. Pete amended the financial report balance to \$ 1309.65. He said the discrepancy in amount of ~~_____~~ was because some bills were already paid by the city.

2. Gene Korzenko made a motion to accept and Delores Cozzolino seconded the motion

III. Old Business

A. Committee Reports

1. Entertainment Committee

a. ^{Program} Chairperson - Gene Korzenko

March 24th - Pete and Joe from the singing group from Blue Lincoln's He is waiting for contract and confirmation.

2. Luncheon food - ^{Corned Beef & Cabbage} ~~Chicken Caesar Salad~~
~~Potato Soup, Dessert~~

B. FLEADH run - March 5, 2016

1. Our responsibility is coffee made at 9:00 a.m. by Robert Marquardt

2. Clean-up & general help at 10:45 by committee members.

C. Bingo - Big Bingo Cards will show guests the type of game being played & will be used.

D. Senior Health Fair - ^{date is} Oct. 6, 2016

1. Duties / Chairpersons

General Chairperson - Pete Muscarella

Asst. Chairperson - Beverly Beaty

Food Chairperson - Sue Howe

Signs / Banners - Larry Standard and Paul Wetchet

Overhaul Coordinator - Charles Kubowski

2. Save the Date postcards will be sent out

3. Rent all tables and chairs this year.

4. Numbers will be enlarged and laminated. Old numbers are lost

5. Parking will be defined clearly where vendors will park.

6. Organization Sheet of cabinets by Sue Howe

7. Coffee Clean-up - Bob Marquardt and Gene Korzerko

8. New Electric Can-opener will be purchased

E. Adjournment by Selour by 2:10

Senior Commission
Minutes for May 11, 2016
Submitted by Diana P. Dilger
Secretary

- I. Call to order by Peter Muscarello at 1:00 p.m. Pledge of Allegiance
- II. Roll Call - Charles + Bev were absent
- III. Minutes of Last Mtg. were read by Diana Dilger, secretary. They were accepted by Duane & recorded by Gene Karzents.
- IV. Old Business
 - A. May Luncheon planning. Italian sausage with accompanying condiments coleslaw, dessert to be determined. Entertainment is "Build a Band"
 - B. April Luncheon was a grand success.
- V. New Business
 - A. June Luncheon - food to be determined. "Vocal Illusions" 80's to current tunes - Contract for \$200. Food to be determined

B. No July + Aug. meeting

C. Oct. Mtg. will Oct. 12th at 1:00 p.m.

1. Health Fair will be Oct. 6

D. No Thursday luncheon

E. Dec. Luncheon - Dec. 1, 2016

1. No medical speaker, unless needed

2. We want holiday entertainment.

F. New B sign - there is a rolling LED village information sign about village activities/events

G. Memorial Day Celebration

1. Money for a memorial wreath was voted upon. See Cozzolino made a motion + Lavery seconded.

H. Short promo for senior commission events on cable.

There are snippets from Health Fair, Breakfast for Seniors given by Fire Dept., Senior luncheons etc.

1. June 8th mtg. discussion for Senior Fire Dept. Breakfast will be discussed.

Submitted by,
Liana P. Dilzer

City of Oak Forest



Client Manager:

Steve Amann
samann@baxterwoodman.com
Project Status Report Issued On: 5/26/2016

Project Title/Job	Project Manager	Completion Date	Tasks Completed This Period	Tasks Pending This Period	Items Waiting On Client	Status Date
Cicero Avenue Streetscape ITEP Job Number: [100744.40]	Jay Coleman (773) 444-0292 jcoleman@baxterwoodman.com	12/31/2017	Completed topographic survey. Began preliminary design.	Continue preliminary design and CAD work.	None.	5/16/2016
152nd Street Basin Sanitary Rehab - Construction and Canvassing (P.O. 6352) Job Number: [110080.60]	Sean O'Dell (773) 444-0292 sodell@baxterwoodman.com	7/1/2016	Rehab design is 99% complete. B&W completed QA/QC review.	Final peer and client review before bidding	Awaiting Rich markups to add	5/25/2016
Family Dollar Site Plan Review Extra Work (PO 230) Job Number: [141148.84]	Steve Amann (708) 478-2090 samann@baxterwoodman.com	12/1/2016	Provide continued assistance to design engineer in order to obtain outside agency permits, notably from the MWRDGC.	None; awaiting resubmittals or further requests for assistance.	None.	5/25/2016
Rustic Oaks Clubhouse Site Plan Review (PO 124) Job Number: [150910.80]	Steve Amann (708) 478-2090 samann@baxterwoodman.com	8/1/2016	Complete and issue review of second submittal.	None; awaiting resubmittal.	None	5/17/2016
2016 MWRD I/I Submittal Assistance (PO 238) Job Number: [160230.30]	Sean O'Dell (773) 444-0292 sodell@baxterwoodman.com	6/30/2016	MWRD Review letter was received and reviewed.	B&W response to MWRD.	None	5/25/2016
Starbucks - ATI Building Site Plan Review (P.O. 268) Job Number: [160323.80]	Steve Amann (708) 478-2090 samann@baxterwoodman.com	8/1/2016	Complete and issue reviews of second, third, fourth and fifth submittals; coordinate signature and delivery of MWRDGC permit applications.	None.	None	5/25/2016

City of Oak Forest



Memo

DATE: June 10, 2016
TO: City Council
CC: Clerk Burkhardt
SUBJECT: Appointment – Judith Munding

It is my honor to request approval of the appointment of Judith Munding to the Streetscape Commission. Ms. Munding and her family are long-time residents of Oak Forest. She is interested in furthering the efforts of the Streetscape Commission to help beautify our community and make it more attractive to those that reside and work here.

I respectfully request your concurrence with my appointment of Judith Munding to the Oak Forest Streetscape Commission.


Henry L. Kuspa, Mayor

Richmond, Jim

From: Laura Clemons
Sent: Monday, June 06, 2016 10:21 AM
To: Kuspa, Hank
Cc: Richmond, Jim
Subject: FW: Streetscape Appointment

Hank -

Please add the following new wonderful volunteer to the Streetscape Commission:

Judith Munding
15441 South Kilpatrick

Judy is a longtime Oak Forest resident - and she and her husband are avid gardeners. Judy became involved when she noticed the improvements being made at the Community Center, and as she learned what the mission was of the Commission, she jumped in with both feet. She has participated in our yearly clean up, city hall campus planting, and the recent very successful 4th Annual Plant Exchange. She is a wonderful addition to the team.

Thank you - I am hoping for approval.

Laura Clemons
Alderman - 1st Ward

You are receiving this email because you have indicated an interest in receiving bulletins, news items and event announcements and have provided me with your email address. If you no longer wish to receive these announcements, please let me know and I will remove your contact information promptly.

City of Oak Forest



Memo

DATE: June 10, 2015

TO: City Council

CC: Clerk Burkhardt

SUBJECT: Appointment – Joseph Koce

It is my honor to request approval of the appointment of Joseph Koce as a part-time Apartment Inspector in the Building Department. Mr. Koce is a long-time resident of Oak Forest. He previously served on the City of Oak Forest Electrical Committee. Mr. Koce and his family are very involved in community affairs in Oak Forest, particularly Oak Fest.

I respectfully request your concurrence with my appointment of Joseph Koce as a part-time Apartment Inspector in the City of Oak Forest's Building Department.


Henry L. Kuspa, Mayor



City Council Agenda Memo

DATE: June 7, 2016
TO: Mayor Kuspa
FROM: Mike Forbes, Building Commissioner
SUBJECT: Appointment of Joseph Koce & Frank Fiore
Part-Time Apartment Inspectors

BACKGROUND

I am recommending **Joseph Koce** for the City of Oak Forest part-time Apartment Inspector position. Joe is an Oak Forest resident with 33 years of electrical experience. He is currently employed by Thomas Sales and Marketing. Joe has also previously served on the City of Oak Forest Electrical Committee, and as an electrical inspector with the Building Department. Joe has also been heavily involved with Oak Fest for 27 years and is currently serving his 8th year as chairman.

Additionally, I am recommending **Frank Fiore** for the City of Oak Forest part-time Apartment Inspector position. Frank is an Oak Forest resident with 29 years of experience with AT&T. While at AT&T, Frank served in multiple facets, including serving as Area Manager and Lead of Logistics. He also served as safety coordinator and emergency operations center coordinator.

I have included both resumes for your review.

ACTION REQUESTED

Motion to appoint both Joseph Koce and Frank Fiore as a City of Oak Forest Apartment Inspectors.

RECOMMENDATION

Appoint Joseph Koce and Frank Fiore as City of Oak Forest Apartment Inspectors.

Joseph N. Koce
17050 Forest Avenue
Oak Forest, IL 60452
Cell (630) 306-7516

WORK HISTORY

11/2011 – Thomas Sales and Marketing Inc. - Manufacturer's Representatives

- Partner in the Retail Division
- Same duties as below but for 5 Manufacturers

5/1999 – 7/2011 Lees Wabschall Inc./ Group MW - Manufacturer's Representatives

- Organizing multiple trade shows for 20+ manufacturers.
- Placing orders for samples, dividing, shipping, and tracking those samples to various cities under tight deadlines.
- Creating, organizing, printing and distributing all paperwork, show books, etc for 16 various tradeshow yearly.
- Installation, dismantling and return shipping at various venues for show booths and samples.
- Build and design store and trade show displays.
- Office manager
- Running crews nationwide for Home Depot special projects.

4/1988 – 12/2000 Joseph Electric – Electrical Contractor

- Owner/operator
- Residential, Commercial and Industrial electrical construction
- Troubleshooting, installation and repair

6/1983 – 4/1988 Koce Electric – Electrical Contractor (Father's Company)

- Residential, Commercial, and Industrial electrical construction
- Troubleshooting, installation and repair

During time above –

- Two years with Copper Electric out of Evergreen Park
- One year with RMC HVAC Company until electrical division was closed
- One year with NEMEC Electric out of Plainfield.

Other involvements:

- 5 years served as Head Electrical Inspector for the City of Oak Forest
- 10 years served on City of Oak Forest Electrical Committee
- 27 years currently with Oak Fest NFP, 6 years as co-chairman, 8th year as chairman.

EDUCATION

1979-1983

Oak Forest High School

Oak Forest, IL

1983-1984

Sauk Area Career Center

REFERENCES

Available upon request

City of Oak Forest



Memo

DATE: June 10, 2016
TO: City Council
CC: Clerk Burkhardt
SUBJECT: Appointment – Frank Fiore

It is my honor to request approval of the appointment of Frank Fiore as a part-time Apartment Inspector in the Building Department. Mr. and his family reside in Oak Forest and are active members of our community. Mr. Fiore retired as Lead Logistics Analyst for AT&T, Inc. He is interested in assisting the Building Department in continuing its efforts to inspect apartments throughout Oak Forest.

I respectfully request your concurrence with my appointment of Frank Fiore as a part-time Apartment Inspector in the City of Oak Forest's Building Department.


Henry L. Kuspa, Mayor



City Council Agenda Memo

DATE: June 7, 2016
TO: Mayor Kuspa
FROM: Mike Forbes, Building Commissioner
SUBJECT: Appointment of Joseph Koce & Frank Fiore
Part-Time Apartment Inspectors

BACKGROUND

I am recommending **Joseph Koce** for the City of Oak Forest part-time Apartment Inspector position. Joe is an Oak Forest resident with 33 years of electrical experience. He is currently employed by Thomas Sales and Marketing. Joe has also previously served on the City of Oak Forest Electrical Committee, and as an electrical inspector with the Building Department. Joe has also been heavily involved with Oak Fest for 27 years and is currently serving his 8th year as chairman.

Additionally, I am recommending **Frank Fiore** for the City of Oak Forest part-time Apartment Inspector position. Frank is an Oak Forest resident with 29 years of experience with AT&T. While at AT&T, Frank served in multiple facets, including serving as Area Manager and Lead of Logistics. He also served as safety coordinator and emergency operations center coordinator.

I have included both resumes for your review.

ACTION REQUESTED

Motion to appoint both Joseph Koce and Frank Fiore as a City of Oak Forest Apartment Inspectors.

RECOMMENDATION

Appoint Joseph Koce and Frank Fiore as City of Oak Forest Apartment Inspectors.

Frank V. Fiore

5800 Chaucer Dr. • Oak Forest, IL 60452 • (708) 828-0083
frankvfiore61@gmail.com

Retired from AT&T after a 29-year career in the procurement and supply chain field. Looking to start a second career that will take me through my remaining years as a member of the workforce

EMPLOYMENT HISTORY

AT&T Inc.

October 1984 – December 2013

AT&T Services, Inc. – Itasca, IL/Oak Lawn, IL

January 2008 – December 2013

Lead Logistics Analyst

- Set and maintained stock levels of telecommunications equipment as inventory planner for main distribution center in Rolling Meadows, IL, supporting more than 1000 technicians nationally
- Worked as department liaison with interdepartmental teams to support customer growth opportunities for a national customer base
- Managed and approved all freight carrier and supplies invoices
- Performed duties as safety coordinator including assigning and tracking all safety course requirements for warehouse employees
- Represented department as Emergency Operations Center coordinator in the event of a severe outage of the regional telephone network

SBC/AT&T Services, Inc. – Itasca, IL

October 2002 – December 2007

Area Manager - Logistics

- Managed all day-to-day operations for the regional distribution center and six main warehouse locations. Responsible for all warehouse operations that include picking, packing, shipping, receiving, returned materials, and inventory audits.
- Direct supervisor of 18 warehouse employees and 40 plus employee's overall.
- Responsible for the direct supervision of three inventory planning managers. Managed all inventory planning functions including maintenance spares planning, scheduling inventory deliveries for 19 warehouse locations and 700 technician vehicles
- Managed excess and obsolete inventory disposition processes for warehouse and technician vehicles and managed the sale of this inventory to third-party buyers

Ameritech/SBC – Itasca, IL

January 1998 – October 2002

Inventory Analyst

- Maintained inventory stock levels for seven SBC/Ameritech warehouse and 500 technician vehicles
- Managed obsolete inventory write-offs that included indentifying obsolete items and managed the sale of these items to third-party buyers.

- Reviewed daily planning reports to determine what inventory was needed to fill customer orders

Ameritech – Itasca, IL

March 1986 – December 1997

Buyer/Planner

- Worked in a team environment and was responsible for the purchasing and inventory planning of telecommunications equipment
- Oversaw the selling of new and refurbished excess/obsolete and scrap material
- Managed de-installed assets for Managed Service Customers (General Motors and Electronic Data Systems)

Ameritech – Itasca, IL

October 1984 – February 1986

Warehouse Clerk

- Performed warehouse functions such as shipping, receiving, inventory control, dispatching delivery drivers and supporting internal customers

Panduit Corp – Tinley Park, IL

1984

Warehouse Clerk

- Performed warehouse functions such as picking orders and loading containers

EDUCATION

Certificate in Purchasing Management

DePaul University (Chicago, IL)

1993

Illinois College (Jacksonville, IL)

1979-1981

High School Diploma

Oak Forest High School (Oak Forest, IL)

(1975-1979)

ACCREDITATION

C.P.M.- Certified Purchasing Manager as recognized by the Institute for Supply Management.

Received September 1994 and renewed September 1999

Received Lifetime Certification designation - August 2004

Lean Six Sigma White Belt Training and Certification - 2012

OTHER SKILLS

Proficient in Microsoft Word, Excel, Access, and the Oracle supply chain software

Excellent communication skills

REFERENCES: Professional references available upon request



CITY OF OAK FOREST

Memo

DATE: June 14, 2016
TO: City Council
FROM: Henry L. Kuspa, Mayor
SUBJECT: Ordinance No. 2016-06-06060 / Liquor License Increase

Attached for City Council review and concurrence is Ordinance No. 2016-06-06060 increasing the number of Class B liquor licenses in the city of Oak Forest. This is for the opening of Gigi's Place at 5203 West 167th Street in Oak Forest.

I recommend approval of this ordinance.

Thank you for your consideration.


Henry L. Kuspa, Mayor

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

ORDINANCE NO. 2016-06-06060

AN ORDINANCE AMENDING CHAPTER 111.51(A)
OF THE OAK FOREST CODE TO INCREASE
THE NUMBER OF AUTHORIZED CLASS B LIQUOR LICENSES
FOR THE OPENING OF GIGI'S PLACE

Passed by the City Council, June 14, 2016

Printed and Published in Pamphlet Form
By Authority of the City Council

ORDINANCE NO. 2016-06-0606O

AN ORDINANCE AMENDING CHAPTER 111.51 (A)
OF THE OAK FOREST CODE TO INCREASE
THE NUMBER OF AUTHORIZED CLASS B LIQUOR LICENSES

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oak Forest, Cook County, Illinois, as follows:

SECTION 1: The number of Class B liquor licenses authorized by Chapter 111.51(A) of the City of Oak Forest Code is increased by one (1) to authorize the issuance of a liquor license for the opening of Gigi's Place at 5203 West 159th Street, Oak Forest, IL 60452, in accordance with the Oak Forest City Code.

SECTION 2: If any section, paragraph, clause or provision of this Ordinance shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 3: All Ordinances in conflict therewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this 14th day of June, 2016.

APPROVED by the Mayor on June 14, 2016.

Henry L. Kuspa, MAYOR

ATTEST:

Scott Burkhardt, CITY CLERK

	AYES	NAYS	ABSTAIN	ABSENT
Clemons				
Simon				
Wolf				
Schoenfeld				
Emmett				
Hortsman				
Danihel				
Kuspa				
TOTAL				

Business Plan Summary for

GiGi's Place

5203 W. 159th Street

Oak Forest, IL

Presented by:

Kim and Bob Dellutri

NiGiJo 2, Inc.

GiGi's Place

The purpose of this business is to create an upscale neighborhood coffeehouse where over 21 adults can come and relax or do work in a low-key environment. *GiGi's Place* will offer a classic deli/bakery menu including pastries, small plates, chicken wings, flatbreads, soups, sandwiches, salads, desserts and snack items as well as gourmet coffees, teas, soft drinks, wines by the glass and bottled beer. We will offer free Wi-Fi, video gaming entertainment and 2-3 large flat-screen TVs. One to two employees will be on the premises at any given time, employing 5-7 staff members in total. Our hours of operation will be from 8am to 2am seven days a week, although this could change depending on what the demand is. Beer and wine sales will be in accordance with City laws and liquor license.

In the mornings we expect a clientele looking for a fantastic cup of coffee and homemade pastry. We want to give them a comfortable place to read the paper or work on their laptop. At lunch, while running errands or after work, our patrons can relax with a glass of wine, watch the news or favorite sports game and play at one of the five video gaming terminals.

GiGi's Place is not a bar. In fact, we are creating the bar/commercial coffeehouse alternative. *GiGi's Place* is a place for adults to go who would like to meet a friend for a drink and chat in a low-key establishment. It is for a mature crowd who prefers a warm and friendly atmosphere to grab a bite to eat. *GiGi's Place* IS the perfect place for any adult who needs an escape from their day to take it easy, feel welcome and unwind.

5203 W. 159th Street

We have chosen this location for *GiGi's Place* for several reasons. It is in a great location at a hard signalized intersection of Oak Forest with excellent ingress and egress to the plaza. Since the traffic count for the intersection of 159th and Laramie exceeds 35,000 cars traveling through per day, we hope to attract customers who on their commute, stop in for a hot cup of coffee or one of our other delectable menu items. The building and landscaping have been well maintained and is aesthetically pleasing. We find the City of Oak Forest to be extremely friendly and motivated to see new business succeed in their community as well as being receptive to our concept. The building is owned and managed by Heidner Property Management which is the company that Bob Dellutri has been employed with for over 17 years.

Strategic Marketing

Gigi's Place will be marketed using the following approaches:

- Advertising in local paper
- Joining the Oak Forest Chamber of Commerce
- Cross-Promotion with other local businesses
- Social media websites
- Business website
- Mailers
- Email advertising



**CITY OF OAK FOREST
PLANNING & ZONING COMMISSION MEMO**

June 1, 2016

TITLE: 5201-5209 W. 159th Street Façade Improvements

CASE NUMBER: DESIGN REVIEW # 16-003

REQUEST: Preliminary Façade Design Review
The applicant, in conjunction with staff, is seeking preliminary comments and direction for planned façade improvements at the subject property and for future development.

PROJECT INFORMATION:

ADDRESS LOCATION: 5201-5209 W. 159th Street
COMP PLAN: Commercial
ZONING: C-1 Commercial

APPLICANT:

APPLICANT: Heidner Properties
OWNER: Heidner Properties
ENGINEER: N/A
ARCHITECT: Tom Sceniak
ATTORNEY: N/A

STAFF: Adam Dotson, Community Development Director
Katie Ashbaugh, Community Planner

I. BACKGROUND

On June 1, 2016, the Planning and Zoning Commission discussed the preliminary façade improvement proposal for the subject property. The petitioner, Heidner Properties, requested comments and direction regarding the architectural details, materials, and building height of the subject property. No motion or action was requested. Staff provided the Commission with images of the existing north building elevation fronting West 159th Street, the preliminary elevation submitted by the petitioner, and example facades of multi-tenant strip centers. Points of discussion were also presented by staff, requesting Commission input on specific architectural elements to direct the petitioner prior to a formal design review submittal.

II. POINTS OF DISCUSSION

The following questions were posed to the Commissioners and with their responses in italics:

- Which example facades do you find the most interesting?
Refer to Part III herein to view the three preferred example facades.
- What architectural features are the most attractive or eye-catching? Are there any features you would like to see incorporated into the proposed façade?
The Commission prefers crown molding detail along the top of the parapet walls as shown in Example 3; varied storefronts separated by cultured stone as shown in Examples 2 and 3; and awnings identifying each individual storefront as shown in Examples 1-3.
- Of the example facades, what building materials are the most attractive? Are there any materials you would like to see more or less of on the proposed façade?
The cultured stone (Example 3) and the colored fascia (Example 2) above each storefront appealed were highlighted as preferred materials.
- Of the example facades, what visible lighting features are the most attractive? Are there any lighting elements that you would like to see on the subject property?
The gooseneck lighting directed toward the fascia designated for signs was preferred (Example 3).
- Marquees and awnings are both used to shield windows and entrances from the elements. Marquees are installed at a 90 degree angle, projecting outward from the façade. Awnings are installed at an acute angle, forming a slope between the façade and the lower edge of the material. Do you prefer one over the other as a necessary design element on the example photos? If so, is this a feature you would like to see on the proposed façade?
Awnings hung above entrances and windows or each tenant space are desired (Examples 1-3).
- Parapet walls affect the perceived scale and height of commercial buildings, as well sign locations. If the height is varied appropriately along with building materials, they assist in developing a more interesting façade and give each tenant space a unique storefront. Of the example photos, are there parapet wall details or other features that you would like to see on the proposed façade?
The Commission would prefer variation in the height of the parapet walls to differentiate different storefronts (Examples 1 and 3). The ends of the building should also be emphasized with higher parapet walls wrapping the ends to ensure the building maintains interest on the east and west frontages (Example 1). The height of the parapet walls should sufficiently screen all rooftop equipment.

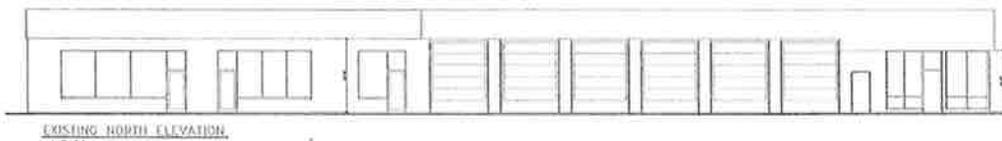
In summary, the Commission would like to see variation between each storefront, using cultured stone, color, and awnings. Gooseneck lighting is preferred. The ends of the building should be emphasized in height and also complete the building on the side elevations. Crown molding should add interest to the top of the parapet wall. The Commission expects side and rear(no changes necessary except surface coated where needed) elevations included in the final submittal.

II. PROPOSAL – presented June 1, 2016

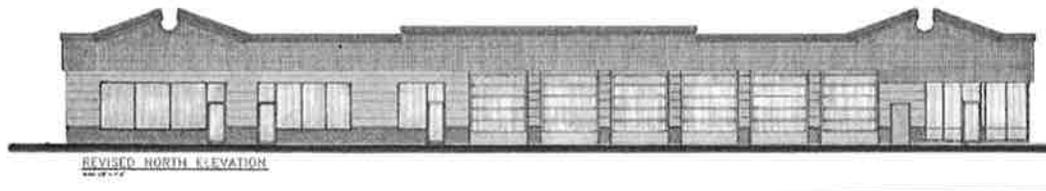
Street View



Existing

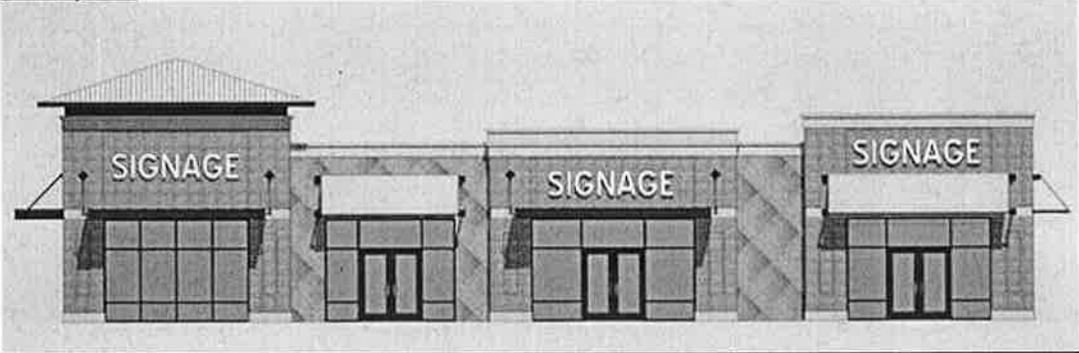


Proposed



II. EXAMPLES - preferred

Example 1



Example 2



Example 3





City Council Agenda Memo

DATE: March 16, 2016
TO: Mayor Kuspa and the City Council
FROM: City Administrator Ishler
SUBJECT: Electrical Aggregation Contract Termination

BACKGROUND

In 2014, the City Council passed a three year agreement for the aggregation of the electrical supply of City residents and small businesses. The agreement stated that the cost per kilowatt hour of electricity would be 6.92 cents for the three year duration of the contract.

On March 22, 2016 the City Council passed an approval to amend the contract to drop our rates to 6.65 cents per kilowatt hour. Subsequently, the state again dropped their rates to 6.27 cents per kilowatt hour plus or minus the .05 cents PEA rate. Our consultant, NIMEC, contact First Energy to see if they would again drop the City's price. First Energy would only drop to 6.45 cents per kilowatt hour which makes the City price higher than the current state set rate.

The City has three options:

- 1) Do nothing, stay on course
Ratepayers receive 6.5¢ per kWh fixed through July 2017
Residents may vacate program any time, no penalty
No mailings to residents
- 2) Cancel program, move all residents back to ComEd to receive the State rate
Residents receive mailing from FirstEnergy informing of cancellation
Residents receive 2nd mailing from ComEd confirming cancellation
Rate remains at 6.5¢ through August (the earliest a switch can occur)
Residents pay the floating State rate after August
Solicitors increase efforts to residents when learning program is suspended



CITY OF OAK FOREST

City Council Agenda Memo

- 3) Accept FirstEnergy offer to reduce rate
 - Rate reduced at next meter readings (late June, early July)
 - Pay known, fixed rate of 6.45¢ through July 2017
 - Residents receive FirstEnergy notice of rate reduction
 - Residents may vacate program any time, no penalty
 - New residents may continue to enroll through July 2017

ACTION REQUESTED

City Council approval to terminate the contract with First Energy Solutions

RECOMMENDATION

When the City set out on this endeavor, there was little doubt that the City could take advantage of the changes in the electrical supply market. In fact, the City has saved residents and small businesses over \$2,765,000 and reduced 71,500 tons of CO₂ emissions from the environment since the inception of this program.

Because of the changes in the market, and the way the state now sets rates for the purchase of energy, the savings that were realized early in the program simply are not there anymore. It is for that reason that I feel that it is time to return residents to ComEd. Residents, in turn, could make their own choice whether or not to stay with ComEd or sign a deal with other suppliers of electricity.

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE MUNICIPALITY/CITY OF OAK FOREST AND FIRSTENERGY SOLUTIONS CORP. TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this ____ day of MAY, 2012 ("Effective Date") between the MUNICIPALITY/CITY OF OAK FOREST, an Illinois municipal corporation ("Municipality") and FIRSTENERGY SOLUTIONS CORP. ("Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.

C. The purpose of this Agreement is for the Supplier to provide the Services to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.

D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing;
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply Services to at least 25,000 residential or commercial customers;

d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply Services to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law; and

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply Services to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used in this Agreement shall have the meanings ascribed to them in this Article:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and the rules and regulations of the Illinois Commerce Commission applicable thereto.

2.4. "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as Exhibit A, and made part hereof.

2.5. "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B, and made part hereof.

2.6. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

- 2.7. "ComEd" means Commonwealth Edison.
- 2.8. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.9. "Confidential Information" means the information defined in Article 9 of this Agreement.
- 2.10. "Customer Information" means that certain information that the Electric Utility is required to provide to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility's records at the time of the request.
- 2.11. "Data" means the data defined in Article 9 of this Agreement.
- 2.12. "Electric Utility" means ComEd.
- 2.13. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply Services within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.
- 2.14. "Energy" means generated electricity.
- 2.15. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.16. "Extended Term" means the term defined in Section 5.1 of this Agreement.
- 2.17. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.18. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.19. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

- 2.20. "ICC" means the Illinois Commerce Commission
- 2.21. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.
- 2.22. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.
- 2.23. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.
- 2.24. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.
- 2.25. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.26. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.27. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.28. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality on _____, 2012, pursuant to the Aggregation Statute
- 2.29. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.30. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C attached hereto and made part hereof.
- 2.31. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.32. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

- 2.33. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.34. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.36. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.
- 2.37. "Supplier" means FirstEnergy Solutions Corp. and the lawful successor, transferee, designee, or assignee thereof.
- 2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 at the rates established in ComEd's "Price to Compare" for the applicable rate class, as posted on the ICC website, which includes ComEd's electricity supply charge plus ComEd's transmission series charge, but does not include ComEd's purchased electricity adjustment.
- 2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.
- 2.40. "Municipality" means the Village of Lombard.
- 2.41. "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd.

3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and each Party will

promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible Customers or Participating Customers.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply Services to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 Supplier covenants that all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply Services: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the providing of Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including, without limitation, if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers or the Municipality.

4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.1.3 Price Guarantee. If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement, Seller shall, within thirty (30) days thereof, either (a) provide the Services to Participating Customers in such class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Participating Customers to the Electric Utility, terminate this Agreement without damages or early termination fees to either Party. Notwithstanding the foregoing, termination under this Section 4.1.3 may be avoided if the Municipality determines that the Program should remain in place at the Price without the need to match. In such an event, the Parties shall enter into a written agreement and the Municipality shall not waive any rights set forth herein by allowing the Price to remain in place without the need to match unless the Municipality specifically agrees in writing.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Eligible Customer of Services under the Program, the methods by which Eligible Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website described Section 4.2.1.3. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier shall provide Participating Customers with terms and conditions for the provision of Services to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the form attached hereto as Exhibit D and made part hereof.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

4.2.1.3 Toll Free Telephone Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free telephone number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free

telephone number must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free telephone number and the internet address of the secure website. Supplier will be required to support Spanish speaking Eligible Customers and Eligible Customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or the secure website.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Services and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply Services to commence following the Municipality's implementation schedule which is attached hereto as Exhibit E, and made part hereof.

4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a

Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.

4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply Services on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply Services. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply Services should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.8.1. Any Eligible Customer to which the following ComEd delivery classes are applicable:

- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.3.8.2. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and

4.3.8.3. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service. (collectively, the "Special Billing Customers").

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined

in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply Services to those customers at the Price:

- 4.3.9.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.9.2. Any Eligible Customer that moves into an existing location within the Municipality;
- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section

4.4.1 Billing Generally. Supplier shall confirm that billing to Participating Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Services as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 kWh's or less Delivery Class

4.5 Compliance Services. The Supplier shall, at no cost to the Municipality, assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as New Customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of the Term of this Agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data.
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of twenty-four (24) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in July 2012, and expires at the end of the last day of the ___th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the Municipality to the Supplier will continue beyond the Term or an approved Extended Term. Notwithstanding the provisions of this Section 5.1, if the rate for Tariffed Service falls below the Price during the Term, the Supplier may terminate this Agreement after returning Participating Customers to Tariffed Service as provided in Section 4.1.3 of this Agreement.

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15

calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, and after reasonable opportunity to cure not to exceed ten days, declare this Agreement to be terminated, with said termination to be effective ten (10) days after the giving of such a termination notice to the supplier.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.3. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return

to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply Services to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, punitive or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.

- d. Occurrence of Regulatory Event. Within ten (10) days of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement, in which case the Supplier shall take those actions as required for termination or expiration of this Agreement as set forth in Section 6.2 above.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses of any kind, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit F attached hereto and made part hereof. For good cause shown, the City Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Administrator, or his or her designee may impose in the exercise of his/her sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9
CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the Aggregation

Program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the exhibits to this Agreement shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

To Supplier

Brenda Fargo, Manager, Gov't Aggregation
FirstEnergy Solutions Corp.
341 White Pond Drive, B-2
Akron, OH 44320

With a copy to:

With a copy to:

General Counsel
FirstEnergy Corp.
76 S. Main St., 15th Floor
Akron, OH 44308

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated 4/23/12, are accurate and there have been no material changes to that information. Any exceptions are noted on attached exhibit and made part of this agreement.

10.4 Entire Agreement. This Agreement and the Response to Qualifications referenced in Section 10.3, including all Exhibits hereto, contain all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.5 Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.10 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois, Eastern Division.

10.11 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.12 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.13 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.14 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.15 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: FirstEnergy Solutions Corp.

Municipality: City of Oak Forest

Signed: _____

Signed: _____

Printed/Typed Name: _____

Printed/Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

EXHIBIT A
BID PACKAGE

EXHIBIT B
BID RESPONSE

**EXHIBIT C:
PRICE**

Opt-Out Program:

Residential Customer Class

Price: 4.82¢ per KWh

100% renewable

Commercial Customer Class

Price: 4.61¢ per KWh

100% renewable

Term: 24 months

Termination Fees:

Residential: \$0

Commercial: \$0

EXHIBIT D

Opt-Out Notice

Schedule E

Implementation Schedule

Days from Contract Signing and receipt of ComEd data

- 7: Opt Out letter in mail
 - 14: Opt Out response
 - 2: Mail Response
 - 2*: Supplier to send list to ComEd
 - 10: ComEd to supply acct numbers
 - 2: Supplier to finalize list
 - 3: Cushion day
 - 20: Supplier to DASR accounts
(includes ComEd rescission letter/period)
- 60

* business days

EXHIBIT D

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "occurrence" bases.
- Coverages shall include:
- Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- b. with coverage written on a "claims made" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "claims made" bases.
- Coverages shall include:
- Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

EXHIBIT F

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000
Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000
Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.

Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of , including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

Oak Forest Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh) No Civic Contribution Early Term Fee: _____

Additional Renewable	12 Months	24 Months	36 Months
0%	4.41 ¢/kWh	4.74 ¢/kWh	5.30 ¢/kWh
25%	4.43 ¢/kWh	4.76 ¢/kWh	5.33 ¢/kWh
50%	4.45 ¢/kWh	4.78 ¢/kWh	5.35 ¢/kWh
100%	4.49 ¢/kWh	4.82 ¢/kWh	5.39 ¢/kWh

SMALL COMM'L (¢/kWh) No Civic Contribution Early Term Fee: _____

Additional Renewable	12 Months	24 Months	36 Months
0%	4.40 ¢/kWh	4.52 ¢/kWh	4.97 ¢/kWh
25%	4.43 ¢/kWh	4.55 ¢/kWh	4.99 ¢/kWh
50%	4.45 ¢/kWh	4.57 ¢/kWh	5.01 ¢/kWh
100%	4.49 ¢/kWh	4.61 ¢/kWh	5.05 ¢/kWh

RESIDENTIAL (¢/kWh) with Civic Contribution Early Term Fee: _____

Additional Renewable	12 Months	24 Months	36 Months
0%	4.52 ¢/kWh	4.84 ¢/kWh	5.41 ¢/kWh
25%	4.56 ¢/kWh	4.87 ¢/kWh	5.43 ¢/kWh
50%	4.58 ¢/kWh	4.89 ¢/kWh	5.45 ¢/kWh
100%	4.60 ¢/kWh	4.93 ¢/kWh	5.49 ¢/kWh

SMALL COMM'L (¢/kWh) with Civic Contribution Early Term Fee: _____

Additional Renewable	12 Months	24 Months	36 Months
0%	4.51 ¢/kWh	4.63 ¢/kWh	5.07 ¢/kWh
25%	4.54 ¢/kWh	4.65 ¢/kWh	5.09 ¢/kWh
50%	4.56 ¢/kWh	4.67 ¢/kWh	5.11 ¢/kWh
100%	4.60 ¢/kWh	4.71 ¢/kWh	5.15 ¢/kWh

Attachment 2
Administrative Fee Agreement

I, Brenda Fargo, Manager, Gov't Aggregator of
(Officer) (Title)
First Energy Solutions
(Organization)

agree that said organization will pay the Glenview Consulting Group, Ltd. an administrative fee if chosen as the winning bidder in the RFP. The administrative fee shall be paid on at least a calendar quarterly basis. The fee amount is \$0.0003/kWh for all electricity consumed by members of the Buying Group. If the initial agreement is renewed, winning bidder agrees to pay the fee during the renewal period(s). Only suppliers agreeing to the administrative fee and signing this Attachment are eligible to submit quotes. All checks are to be made payable to the Glenview Consulting Group, Ltd. and are due within 45 days of the end of the quarter. The term of the administrative fee is equal to that of the signed Service Agreement, including any extensions or renewals.

AND PAID FOR
-KRC

Brenda Fargo
(Signature)

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply for Member Communities of the Northern Illinois Municipal Electric Collaborative, dated 4/23/12, are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated 4/24/12. Any exceptions are noted on attached exhibit and made part of this Attachment.

Brenda Fargo
(Signature)

Brenda Fargo
(Name)

Manager, Gov't Aggregation
(Title)

First Energy Solutions
(Company)

Date: 5-10-12

AFFIDAVIT OF COMPLIANCE WITH RATE GAP
AS ORDERED BY THE ILLINOIS COMMERCE COMMISSION ON APRIL 4, 2012
RELATING TO THE CONFIDENTIALITY OF THE CONSUMER DATA OF RETAIL
SUPPLIER'S CUSTOMERS

The undersigned as authorized representative of the Company and with the intention to bind the Company identified below ("Company"), after being duly sworn under oath, hereby attest to the truth of the following statements and agrees that the Company shall comply with all the terms and conditions set forth in this affidavit relating to municipal aggregation for any and all municipal or county governments located anywhere in the State of Illinois for which Company has made an offer to supply electricity or has received any information relating to the supply of electricity or has been provide consumer-related information or confidential information (herein collectively referred to as "Governmental Authority"):

1. The Affiant as an authorized representative of the Company has identified below the signature line at the bottom of this affidavit its full legal name, mailing and location address, and authority of the representative signing this Affidavit to bind the Company to all the terms and conditions set forth herein.

2. The purpose of the Affidavit is to comply with the requirements of the Order of the Illinois Commerce Commission in the investigation of Rate GAP pursuant to Section 9-250 of the Public Utilities Act ("IPA Act") as it relates to the protection of a confidentiality of customer data of retail electrical suppliers' customers pursuant to the Order entered on April 4, 2012 by the Commission (the order and all terms of the rate GAP referred to in the order shall herein collectively be referred to as the "Order"). The Company has authorized the Affiant to sign on its behalf and the Company has agreed to the terms of this Affidavit based upon the stated purpose. Company further acknowledges and agrees that it has knowledge of the Order and IPA Act and agrees to abide by all their terms. The Company warrants and agrees that any consumer-related information as referred to in the Order and provided to the Company shall be treated as confidential information and treated only as provided under the terms of the Order and this affidavit.

3. The Company will, as a material condition to any contract or other agreement with any Governmental Authority and with any third party it may engage to assist in any aspect of any contract or other agreement and as a condition of receiving any information relating to municipal aggregation, comply with each of the following and hereby agrees to each of the following:

A. Company shall establish and follow appropriate protocols to preserve the confidentiality of customer-specific information as may be provided to the Company and shall preserve the confidentiality of all such consumer-specific information as required by the Order, IPA Act, or other applicable law or regulation.

B. Company shall establish and follow appropriate protocols to limit the use of such customer-specific information strictly as set forth in the Order, IPA Act or any other applicable law or regulation.

C. Company shall establish and follow appropriate protocols to limit the use of such customer-specific information only to effectuate the provisions of Section 1-92 of the IPA Act.

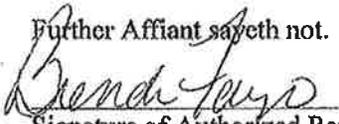
E. Company shall reasonably limit the number of authorized representatives of the Company and any third party who may need access to the consumer-related information to best protect the confidential information.

D. Company shall establish and follow such other appropriate protocols and procedures as may be necessary or appropriate to comply with any and all applicable terms and conditions of the Order, IPA Act, and any agreement of any kind or nature with the Governmental Authority and any other applicable law or regulation.

E. Company agrees not to disclose, use, sell, or provide any customer-specific information to any firm, person or entity for any purpose outside of the aggregation program and hereby acknowledges that such customer-specific information remains the property of the Governmental Authority and agrees to be fully liable for any and all damages caused the Governmental Authority by reason of any breach of any provisions of this Affidavit, the Order, the IPA Act or any other agreement with the Governmental Authority.

F. Affiant shall delete and/or destroy any and all customer-specific information described herein or described in the Order or provided as part of municipal aggregation within 60 days after Company is provided that information.

Further Affiant saith not.



Signature of Authorized Representative of Company

Full name of Authorized Representative : Brenda Fargo (Print)

Full legal name of Company: First Energy Solutions (Print)

Full address of Company: 341 White Pond Dr., Akron, OH 44320 (Print)

Brenda Fargo Subscribed and Sworn this affidavit before me this

10th day of May, 2012

Collette J. Appolito
Notary Public

Collette J. Appolito
June 20, 2015

Request for Proposal

For Municipal Aggregated Electricity Supply For
Residential and Small Commercial Retail Customers

Issued By:

The City of Oak Forest
15440 South Central Ave
Oak Forest, IL 60452

Issue Date: May 3, 2012

Response Date: May 10, 2012
(10:00 AM Central Time)

The City of Oak Forest ("Oak Forest" or "City") invites Certified Retail Electric Suppliers (Supplier) to submit proposals for Municipal Aggregated Electric Supply and electric related services (Supply Agreement) in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP). The City has not previously entered into a Supply Agreement. The RFP is designed to support the start of the City's program as soon as possible. The electrical distribution company for the City is Commonwealth Edison (ComEd). This is a RFP only and is not a purchase order, contract or offer. Selection of the supplier(s) by the City will be completed and made public no later than May 24, 2012.

1.0 – Objective

1.1 - The City is seeking to obtain electric cost savings as well as a reliable source of generation for its constituents that it represents in this RFP by aggregating all eligible residential and small commercial retail accounts under Section 1-92 Chapter 20, Act 3855 of the Illinois Compiled Statutes (Act) for power to flow beginning July 23, 2012. Please provide firm pricing to be held open for 24 hours.

1.2 - The City is seeking a supplier for electric generation as well as a turnkey program including all the aggregation services needed to meet the requirements of the Illinois Commerce Commission and the Act. Such services shall include but not be limited to the following: Governance Plan development assistance, assistance in applying for certification, administration of the opt-out process, provision for a toll-free call-center to handle customer calls, attendance at public meetings as needed and filing of all required reports. The costs for these services shall be included in the pricing offered to the City.

1.3 The City may be submitting this RFP on the same day as other municipalities. The City is requesting an individual response to this RFP. It is not requesting one price for all RFP's. If submitted with other municipalities, the Northern Illinois Municipal Electric Collaborative, Inc. (NIMEC) will assist the municipalities' efforts to select the supplier offering the most aggressive bid for the entire group. The goal is to award all the contracts to one supplier. Municipalities will then individually determine which term is preferable, and accept their bid from the winning supplier.

2.0 – Background

2.1 - The City held a referendum to select an opt-out program pursuant to the Act and the referendum passed according to the terms of the Act. The City duly passed an Ordinance under the Act providing for the aggregation of electric loads on an opt-out program as allowed under

the terms of the Act. As a result, Oak Forest now has the right to aggregate the electricity usage of its residential and small commercial retail accounts in the Oak Forest corporate limits to provide savings under this RFP.

2.2 - The City may elect to hold an individual bid or participate in a group bid. If the City elects to participate in a group bid, the City may use NIMEC to assist with the group bid. The City will not delegate any signing authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then recommend that each City accept the bid winner's individual bid for the City. The City will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

3.0 - Confidentiality and Proprietary Information

3.1 - Suppliers should treat all information contained in this RFP or provided by the City as confidential. All information provided by the City is for proposal purposes only and is not to be disclosed to anyone or used for any other purpose and shall be returned to the City. Supplier shall take all reasonable precautions in protecting such information. The estimated electric consumption data is attached hereto and made a part hereof by this reference.

3.2 - Responses to this RFP may include proprietary or confidential information. The company shall clearly mark any information provided to the City that is to be treated as confidential. The City will take reasonable precautions in protecting such information provided it is clearly identified as propriety or confidential on the page on which it appears. In no event shall the City be responsible for inadvertent disclosure of information in your response to this RFP.

4.0 - Pricing Options

4.1 - Suppliers will be responsible for payment of any customer processing fee (if any) for those who have switched to the supplier. Please provide pricing for the following two scenarios:

- a) Residential – Excluded from this aggregation will be Residential customers on Utility Hourly pricing, electric Space Heat, those who are being served on 3rd party supply with another RES, as well as municipal accounts under ComEd franchise agreement.
- b) Small Commercial: Excluded from this aggregation will be Small Commercial customers on Utility Hourly pricing, fixture included lighting, electric space heat and those who are being served on 3rd party supply with another RES.

4.2 – Pricing will be a firm commitment for a 24-hour period. Pricing should be quoted at a fixed rate per kWh. This pricing will only be available for those residential and small commercial customers who do not opt-out of Oak Forest's program.

4.3 - The supplier may not elect to limit participation to specific size customers, if not limited by Illinois state law.

4.4 - Supplier is responsible for fulfilling all requirements necessary to conduct business in the Oak Forest service territory.

4.5 - All pricing will include energy, capacity, transmission and distribution losses, Renewable Portfolio Standard (RPS) charges, imbalances, load factor adjustments, transmission, congestion charges, ancillary services, and applicable taxes.

4.6 – Supplier shall provide pricing for renewable energy in excess of the Illinois RPS. Suppliers shall secure Renewable Energy Credits sourced through Illinois RPS compliant or national green –e certifiable hydroelectric, wind, solar photovoltaic or captured methane-landfill gas.

4.7 - Bidders should use the ComEd rate schedules and/or customer class.

4.8 - All prices must be expressed in terms of ¢/kWh.

4.9 - Supplier shall guarantee delivery of electricity supply to ComEd's system in compliance with ComEd's tariff requirements.

4.10 - Supplier shall provide for the delivery of energy and ancillary services up to the Delivery Point designated in ComEd's Supplier Service Agreement. Supplier shall bear the risk for all transmission costs and any other costs or charges imposed or associated with the delivery of the electricity up to the Delivery Point and Customer shall bear the risk for any

and all ComEd distribution costs, and any other costs or charges associated with the receipt of the electricity at and after the Delivery Point.

4.11 - Taxes: State and/or local taxes shall be clearly identified and not necessarily included in the proposed price including gross receipts tax, county sales tax and excise tax.

4.12 - An administrative fee payable by the selected supplier on at least a quarterly basis is required. The fee amount is \$0.0003/kWh. Only suppliers agreeing to the administrative fee and signing Attachment 2 are eligible to bid. All checks are to be made payable to the Glenview Consulting Group, Ltd. (The Glenview Consulting Group has adopted and transacts business in the state of Illinois under the assumed corporate name of NIMEC.)

4.13 - NIMEC incurred direct costs to educate City residents regarding the referendum. Direct costs are limited to printing and mailing of educational pieces to City residents. (Invoices from printers will be provided.) These costs must be reimbursed by the winning supplier to Glenview Consulting within 60 days of the Master Supply Agreement being signed with the municipality. In this instance: Glenview incurred direct costs of: \$2,879.67.

4.14 - The Municipality may incur costs from ComEd to procure and/or refresh load data required for this bid. If so, the Supplier agrees to reimburse the Municipality.

4.15 - Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

5.0 - Terms and Conditions

5.1 - The term of this agreement will be for a period determined by the Corporate Authorities of the City. Supplier is to notify the City at least 60 days prior to the end of the term to discuss renewal. At the end of the term of this agreement, if the agreement is not renewed or extended, Supplier agrees to return all residential and small commercial accounts back to ComEd.

5.2 - In the event that the information submitted is unclear, the City may request additional information or explanation and/or pricing breakdowns for the purpose of evaluation and decision. The Company will answer all requests for additional information in writing, and these responses shall become part of the Company's electric service proposal. Companies failing to provide adequate information on any issues in a timely manner to allow for a comprehensive evaluation by the City shall be considered unresponsive, and their proposals shall be subject to rejection.

5.3 - Suppliers must demonstrate compliance with all legal and regulatory requirements and must be certified and approved by all applicable or required Illinois agencies and Commonwealth Edison.

5.4 - Any exceptions to the specifications outlined in this RFP, or other considerations requested or required by the electric generation supplier must be submitted in writing describing in detail and submitted as part of the proposal. All Suppliers will be required and expected to meet the specifications in this RFP unless an exception is noted as part of the proposal being submitted.

5.5 - The City reserves the right to add or delete accounts during the term of the supply agreement without penalty.

6.0 – Procedures

Please deliver signed proposal on or before May 10, 10:00 AM electronically by email to DHoover@NIMEC.net, with a copy to Troy Ishler at tishler@oak-forest.org.

Do not contact the Mayor or Aldermen of the City. Questions regarding this proposal should be directed to the NIMEC, who will administer the process:

David Hoover
NIMEC
417 Cherry Creek Lane

Prospect Heights, IL 60070
Telephone: (847) 392-9300
Fax:(847) 392-9303
Email: DHoover@NIMEC.net

7.0 - Other Information

7.1 - The City reserves the right to reject any and all proposals, waive any informality in bidding, to negotiate with any or all companies submitting proposals and to enter into an agreement with any company for any services sought in this RFP.

7.2 - The City reserves the right to later modify any portion of this request for proposals and to request additional specific information and submit additional questions in the discretion of the City.

7.3 - All costs incurred by the Company in preparing a response to this proposal, including any meetings or visits, shall be at the Company's expense.

7.4 - Each Company shall be responsible for insuring that all Federal, State and Local laws are followed.

7.5- Your response will become the property of the City once received.

7.6 - All suppliers wishing to provide a bid pursuant to this RFP must duly complete Attachment 1 providing for the price offer options of one year, two year and three year supply agreements, a duly complete and signed by an authorized agent Attachment 2, and a duly complete and signed by an authorized agent Attachment 3. All bids to be acceptable must include Attachments 1,2 and 3.

7.7 - The Illinois Commerce Commission is currently reviewing Rate GAP. Any and all agreements shall be subject to Illinois law and the ICC's rulings, as may be amended.

Exhibit F
Electricity Purchase and Sale Terms and Conditions

The Municipality/City of _____ (Municipality), pursuant to the aggregation authority conferred upon it by the Illinois Power Agency Act, 20 ILCS 3855/1-92, and Municipality Ordinance No. _____, adopted by the Municipality's corporate authorities on _____, 2012 ("Aggregation Ordinance") establishing the Municipality's Electric Aggregation Program ("Program"), selected _____ ("Seller") to supply electricity and to administer enrollments as described below pursuant to that certain Agreement between the Municipality and Seller dated _____, 2012 ("Program Agreement"). The account holder (also referred to as "Buyer") for each eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of _____, 2012 for Opt-Out Enrollments or the date of Buyer's enrollment with Seller for Opt-In Enrollments (the "Effective Date").

1. Eligibility. To be eligible to participate in the Program, the Account(s) to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by ComEd (the "Utility"), and (iii) may not have franchised service with a municipal account.

a. Residential Customer Class. To be eligible for the Residential Rate, the Account(s) to be served must be designated by the Utility as belonging to one of the following delivery classes: (i) Residential Single Family Without Electric Space Heat Delivery Class, (ii) Residential Multi Family Without Electric Space Heat Delivery Class, (iii) Residential Single Family With Electric Space Heat Delivery Class, or (iv) Residential Multi Family With Electric Space Heat Delivery Class. Notwithstanding the foregoing, if the Account(s) to be served are (i) on a residential space heat rate, (ii) on an hourly billing rate, or (iii) under contract with another retail electric supplier, the Account(s) are not eligible for Opt-Out Enrollment as defined in Section 2a below but are eligible for Opt-In Enrollment as defined in Section 2b below.

b. Commercial Customer Class. To be eligible for the Commercial Rate, the Account(s) to be served must be designated by the Utility as belonging to one of the following delivery classes: (i) Watt-Hour Delivery Class or (ii) Small Load Delivery Class. Notwithstanding the foregoing, if the Account(s) to be served are (i) on an hourly billing rate or (ii) under contract with another retail electric supplier, the Account(s) are not eligible for Opt-Out Enrollment as defined in Section 2a below but are eligible for Opt-In Enrollment as defined in Section 2b below.

2. Enrollment.

a. Opt-Out Enrollment (Automatic Enrollments due to non-action by _____, 2012). Enrollment is automatic if (i) the Account(s) to be served is/are eligible and (ii) Buyer does not opt-out of the Program. **IF BUYER DOES NOT WISH TO PARTICIPATE IN THE PROGRAM, THEY MUST OPT-OUT BY _____, 2012. THE BUYER CAN OPT-OUT**

BY (I) RETURNING THE DESIGNATED POSTCARD, (II) CALLING SELLER TOLL-FREE AT (888) _____, OR (III) CONTACTING SELLER ONLINE AT WWW..

b. Opt-In Enrollment (Affirmative Enrollments). Enrollment is open to those who opt-out or are otherwise not automatically enrolled if (i) the Account(s) to be served is/are eligible and (ii) Buyer chooses to opt-in to the Program. A Buyer can Opt-In by (i) calling Seller toll-free at (888) _____ or (ii) contacting Seller online at www.

3. Term. This Agreement shall become binding on the Effective Date and shall remain in effect through Buyer's _____ 2013 meter reading ("Term"), unless (i) this Agreement is terminated pursuant to its terms or (ii) the Program Agreement is terminated by the Municipality pursuant to its terms. Notwithstanding the Effective Date, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity shall commence on the Account's _____ 2012 meter read (for Opt-Out Enrollments) or the first available meter read following Opt-In for Opt-In Enrollments, and shall be contingent upon: (a) successful enrollment by the Utility identified and (b) if applicable, the passage of the Rescission Period (defined in Section 4) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer's Utility account(s), as determined by the Utility, to take from a retail electric supplier and to participate in the Utility's purchase of receivables program (including service class and past payment history), and (ii) the accuracy and completeness of any information submitted by Buyer.

4. Rescission Period. Buyer may cancel its enrollment without penalty.

5. Price.

a. Fixed Rate. During the Term, Buyer shall pay the Fixed Rate multiplied by the billing cycle usage the Account(s) served.

i. Residential Rate. During the Term, Buyers to which the Residential Customer Class is applicable shall pay the Fixed Rate of _____ cents per kWh.

ii. Commercial Rate. During the Term, Buyers to which the Commercial Customer Class is applicable shall pay the Fixed Rate of _____ cents per kWh.

b. Switching Fees. Seller does not charge Buyer a separate fee to switch to Seller's service. If ComEd charges a fee for enrolling the Account(s) to Seller's service, Seller will reimburse Buyer for any such fees within thirty (30) days. If Buyer is currently receiving electricity pursuant to an agreement with another retail electric supplier, that supplier may charge Buyer for switching electricity providers. Seller will not reimburse Buyer for any such fees.

c. Price Match. If the Utility's Price to Compare for the Account(s)' rate class are set below the Fixed Rate during the Term of this Agreement, Seller will either (a) lower the Fixed Rate identified above to match that of the Utility's applicable Price to Compare or (b) terminate this Agreement without damages or early termination fees to either Party. "Utility's Price to Compare" shall mean ComEd's "Price to Compare" for the applicable rate class, as posted on the

ICC website (www.pluginillinois.org), which includes ComEd's electricity supply charge plus ComEd's transmission services charge, but shall not include ComEd's purchased electricity adjustment. Notwithstanding the foregoing, termination (in circumstances described in this paragraph) may be avoided if the Village determines that the Aggregation Program should remain in place at the Fixed Rate agreed to without the need to match. In such event, the parties shall enter into a written agreement and the Village shall not waive any rights set forth herein by allowing the fixed rate to remain in place without the need to match unless the Village specifically agrees in writing.

6. Expiration. Absent termination prior to the end of the Term as permitted herein, in the event the Program Agreement is not renewed by the Municipality prior to the end of the Term of this Agreement, Buyer will be restored to tariffed service at the end of the Term.

7. Billing and Payment. Buyer will be invoiced for Seller's charges and the Utility's delivery charges on monthly invoice(s) Buyer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Seller may cause the Utility to correct previous invoices in the event of invoicing errors.

8. Taxes. Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

9. Termination; Remedies. If either Party defaults on its obligations under this Agreement (which may include Buyer's switching to another retail electric supplier or the Utility or Buyer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. Seller reserves the right to charge Buyer an early termination fee for Buyer's termination after the Rescission Period of Section 4 that has not resulted from Seller's default. Seller may invoice Buyer directly for any early termination fees and payment of any early termination fees shall be due within thirty (30) days of the invoice date. Buyer agrees damages would be difficult to quantify upon a default and agree that this is not a penalty. The early termination fee shall total \$0.00 per Account, provided however, Seller will waive such early termination fee if Buyer moves (either within or outside of the Municipality boundaries), and provides notice to Seller that Buyer is moving prior to termination. Notwithstanding the foregoing, in the event the Municipality terminates the Program Agreement prior to the end of the Term of this Agreement, Seller will waive the early termination fee and return Buyer's Account(s) to ComEd tariffed service on the second meter read following termination. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM THE RETURN OF BUYER'S ACCOUNT(S) TO THE UTILITY'S TARIFFED SERVICE, INCLUDING CLAIMS RELATING TO THE TARIFFED SERVICE PRICE BEING HIGHER THAN THE FIXED RATE HEREIN.

10. Limitations. ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS" AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

11. Force Majeure. Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond their reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting from the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or independent system operator.

12. Questions, Complaints, and Concerns. Buyer may contact Seller by calling 1-888-_____, at Seller's website at www._____ or by writing to _____, Attn: Customer Service. For issues concerning this Agreement, Seller will attempt to resolve the matter within five (5) business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers or visit the Illinois Commerce Commission's website at www.icc.illinois.gov. Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438 (Northern Illinois), 1-800-243-0618 (Central Illinois), or 1-800-243-0607 (Southern Illinois).

13. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to regulatory approvals and notice from Seller and the terms of the Program Agreement, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement (including without limitation the Account identification) shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. There are no third party beneficiaries to this Agreement and none are intended. This Agreement shall only be amended in writing signed by both Parties or with Notice from Seller to Buyer as described under Section 4 above. Buyer should contact the Utility in the event of an electric emergency at 1-800-Edison-1 (residential) or 1-877-4-ComEd-1 (commercial). Future correspondence may be sent by Seller to Buyer via first class mail and/or electronic mail.



CITY OF OAK FOREST

City Council Agenda Memo

DATE: June 10, 2016
TO: Mayor Kuspa and the City Council
FROM: City Administrator Ishler
SUBJECT: Streetscape Local Fund Match Resolution Number
2016-06-0293R

BACKGROUND

The City of Oak has received two Illinois Transportation Enhancement Grants (ITEP) for enhancement of our commercial corridors. The first was a grant for Cicero Avenue from 155th Street to the Metra Viaduct. The second was for Cicero Avenue, from 155th Street to 151st Street, which is currently in the process of engineering and approval from the IDOT.

There is a new call for projects from ITEP and the City of Oak Forest would like to present a new project for streetscape from the viaduct on Cicero Avenue to Laramie Avenue on 159th Street. This project includes new street and pedestrian lighting, new sidewalks, sidewalk pavers, removal of median on 159th street and replacement of landscaping in the median, and terracing of the embankments near the two Metra overpasses. I have attached a drawing of the proposed work.

The estimated construction cost of the project is \$2,300,000. The federal match would be \$1,683,300 which would leave a local match of \$617,000. Preliminary and Construction Engineering are estimated to be \$162,000 and \$231,000 respectively, with 20% local match as \$32,400 and \$46,200 respectively. This means that the City of Oak Forest would have to pay \$695,600 for the entire project.

The City has received letters of support from Congressman Rush, Senator Harris, Representative Davis.

In order to receive the grant funds, this resolution must be approved by the City Council, in a resolution.

ACTION REQUESTED.

Council approval of resolution number 2016-06-0293R, as written.



CITY OF OAK FOREST

City Council Agenda Memo

RECOMMENDATION

Staff recommends passing the resolution as written with the understanding that the City is committing \$695,000 in the future for this project.

RESOLUTION NUMBER 2016-06-0293R

ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM
LOCAL ASSURANCE RESOLUTION

NOW, BE IT RESOLVED that the MAYOR AND CITY COUNCIL of the CITY OF OAK FOREST, Cook County, Illinois authorize the City staff to apply to the Illinois Department of Transportation (IDOT), Illinois Transportation Enhancement Program (ITEP) to assist in the funding of the above described project.

BE IT FURTHER RESOLVED that the MAYOR AND CITY COUNCIL of the CITY OF OAK FOREST, COOK COUNTY, ILLINOIS:

1. Certifies that they are willing and able to manage, maintain and operate the project; and
2. Possesses the legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project; and by this assurance authorizes the nomination of the transportation enhancement project, including all understanding and assurances contained therein, and authorizes representative to act in connection with the nomination and to provide such additional information as may be required; and
3. Affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause and in accordance with Departmental policies.

I, _____, Clerk in and for the CITY OF OAK FOREST, Cook County, Illinois, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the MAYOR AND CITY COUNCIL at a meeting on

_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of

_____.

City Clerk

(SEAL)

CICERO AVENUE & 159TH STREET STREETSCAPE

CITY OF OAK FOREST, ILLINOIS



2 LEVELS OF TERRACE.
100' AND 500'.

2 LEVELS OF TERRACE.
300' AND 200'.

920' SIDEWALK WITH
PAVERS IN PARKWAY.
INCLUDE SIDEWALK
REMOVAL.

620' SIDEWALK WITH
PAVERS IN PARKWAY.
INCLUDE SIDEWALK
AND DRIVEWAY
REMOVAL.

620' SIDEWALK WITH
PAVERS IN PARKWAY.
INCLUDE SIDEWALK AND
DRIVEWAY REMOVAL.

1,450 TOTAL MEDIAN LENGTH
1250' 4' WIDE LANDSCAPED
50' 2' WIDE PAVERS
150' 4' WIDE PAVERS

2 LEVELS OF TERRACE.
100' AND 50'.

2 LEVELS OF TERRACE.
50' AND 50'.

400' SIDEWALK WITH
PAVERS IN PARKWAY.
INCLUDE SIDEWALK
REMOVAL.

ROUGHLY 1,050 SQ
YD OF
RESTORATION FOR
CULVERT WORK

2 LEVELS OF TERRACE.
100' AND 50'.

2 LEVELS OF TERRACE.
150' AND 75'.

REMOVE CONCRETE
MEDIAN AND
LANDSCAPE. USE
PAVERS AT BRIDGE PIER



**This page must be signed by a representative of the local sponsoring agency
in order for the project to be considered for funding.**

The project sponsor certifies that it is willing and able to manage, maintain, and operate the project as a highway authority eligible to receive federal funding. The project sponsor possesses legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project. The sponsor authorizes the nomination of the transportation enhancement project, including all assurances contained therein. The sponsor authorizes the person identified below as the official project representative to act in connection with the nomination and to provide such additional information as may be required. The project sponsor affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause (refer to Section I of the ITEP Guidelines Manual) and in accordance with departmental policies.

I certify that the information contained in this transportation enhancement application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name: Henry L. Kuspa
Please print

Title: Mayor, City of Oak Forest
Please print

Signature: _____ **Date:** _____

Name of Sponsoring Agency: City of Oak Forest



CITY OF OAK FOREST

City Council Agenda Memo

DATE: June 9, 2016
TO: Mayor Kuspa and the City Council
FROM: City Administrator Ishler
SUBJECT: Fire Department, Local 3039 Union Contract 2016-2019

BACKGROUND

The City of Oak Forest has a contract with the Local 3039 for the City's Fire Department employees that expired on May 1, 2016. The first meeting between the City and Local 3039 was held on March 9, 2016.

A tentative agreement was reached between the two parties and the Local 3039 bargaining unit members voted on June 8, 2016 to ratify the attached agreement.

Highlight of this agreement included:

1. This is a four year contract from May 1, 2016 through April 30, 2020.
2. Retroactive pay to May 1, 2016.
3. Annual raises consist of 2.5% for each of the four (4) years.
4. An additional 4 hours was given for a safety incentive. City policy is to give a day off (8 hrs.) A firefighter day is 24 hours. 4 hours was added so that they receive 1/2 of their full day off.
5. One additional floating Kelly day.
6. Driver position incentive increase from \$.36 per hour to \$.50 per hour
7. New language: 1% of employees gross pay gets diverted into Fire Department Post employment health care account.

ACTION REQUESTED

City Council approval of the contract with Local 3039 for years 2016-2020 as attached

RECOMMENDATION

I recommend approval of this contract

PREAMBLE

This agreement is made and entered into by and between the City of Oak Forest, (hereinafter sometimes referred to as the "City") and the Oak Forest Firefighters Union, Local 3039 affiliated with the International Association of Firefighters, AFL-CIO, CLC, (hereinafter sometimes referred to as the "Local").

It is the intent and purpose of this agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the terms of this agreement for employees covered by this agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION AND REPRESENTATION

1.1 Recognition

The City recognizes the Local as the sole and exclusive bargaining representative for all sworn full-time fire fighters, engineers, and lieutenants, but excluding all sworn firefighters in the ranks of Fire Chief, Deputy Chief, Assistant Chief, Captain, and any employees excluded from the definition of "firefighters" as defined in Section 3(g-1) of the Illinois Public Labor Relations Act, and all managerial, supervisory, confidential, and professional employees as defined by the Act, as amended.

1.2 Fair Representation

The Local recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit, whether or not they are members of the Local. The Local further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Local to fulfill its duty of fair representation.

The City shall not promote or instigate any litigation regarding the issue of fair representation. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Local agrees to defend such action, at its own expense and through its own counsel provided:

1. The Employer gives immediate notice of the action in writing to the Local, and permits the Local intervention as a party if it so desires, and;
2. The Employer gives full and complete cooperation to the Local and its counsel in securing witnesses and making relevant information available to both at all appellate levels.

1.3 Local Business Leave

Provided that there is no increase in costs and that staffing does not fall below established minimum levels, up to two (2) Local officers or Local members that are selected, delegated, or appointed by the Local shall be permitted to attend educational conferences, grievance meetings, appeal hearings, or contract negotiations. These members will be allowed to attend to this business during scheduled work hours, and the hours spent away from a member's assigned station because of Local Business Leave shall not be deducted from hours worked. If the granting of such leave would create an increase in cost, an employee may use trade time, PTO time, or vacation time for the leave.

1.4 Visits by a Union Representative

The City agrees that accredited representative(s) of the Fire Fighters Union, whether local union representative, Associated Fire Fighters of Illinois representative, or an International Association of Fire Fighters representative, shall have reasonable access to the Fire Department. The outside representative shall obtain prior approval from the department head before entering upon the premises of the Department. The representative shall not, in any way, disturb employees who are working.

ARTICLE 2

NON-DISCRIMINATION/GENDER/BULLETIN BOARD

2.1 Non-discrimination

In accordance with applicable law, neither the City nor the Local shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Union membership or non-membership.

2.2 Gender

All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

2.3 Local Use of Bulletin Board

The City will make available a bulletin board, at each fire station, for the posting of official Local notices of a non-inflammatory nature. Any political notices must be approved by the Fire Chief before posting. The Local will limit the posting of notices to such bulletin boards.

ARTICLE 3

DUES CHECKOFF AND UNION RIGHTS

3.1 Maintenance of Membership and Agency Shop

- A. Each employee who on the effective date of this Agreement is a member of the Local, and each employee who becomes a member after that date, shall maintain his membership in the Local during the term of this Agreement.
- B. Any present employee who is not a member of the Local shall be required to pay a proportionate share (not to exceed the amount of union dues and assessments) of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30)th day following their respective dates of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and/or assessments(s) paid by a member to the Local, less that portion of said dues and assessment(s) which are or may be used for political purposes.

3.2 Payroll Deduction of Union Dues or Fair Share Fee

- A. During the term of this Agreement the employer agrees to make a payroll deduction each pay period, of Local dues, fair share fees, initiation fee, and assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Local, from the pay of those employees covered by this Agreement who individually requests in writing that such deductions be made. The total of the deductions shall be remitted to the Local no later than seven (7) days after the deductions are made by the employer.
- B. Authorization for such deduction shall be irrevocable unless revoked by written notice to the employer and to the Local during the thirty (30) days prior to April 30 of each year.
- C. The actual dues amount deducted, as determined by the Local shall be uniform for each employee in order to ease the City's burden in administering this provision. The Local may change the fixed Local dues dollar amount once each year during the life of this Agreement by giving the City at least thirty (30) days notice of any change in the amount of the dues to be deducted.
- D. If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Local shall be responsible for the collection of dues. The Local agrees to refund to the employee any amounts paid to the Local in error because of this dues deduction provision.

3.3 Objections on Religious Grounds

The obligation to pay a fair share fee to the Local shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Local. Upon proper substantiation and collection of the entire fee, the Local will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Local. If the employee and the Local are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

3.4 Objections on Other Grounds

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Local for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with an objection shall process his objection in accordance with the procedure set forth in Section 3.5 below.

3.5 Procedure for Processing Fair Share Objections

- A. **FILING AN OBJECTION:** An employee with objections to Fair Share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.
- B. **REVIEW STEP ONE:** Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after the receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- C. **REVIEW STEP TWO:** Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the Illinois State Labor Relations Board, in accordance with the procedures established by that agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article 9 (9.3-9.5), of the current labor agreement. In using this procedure, an employee shall operate under the conditions set forth for the Union, and the Union

shall operate under the conditions set forth for the City. The only exception shall be in the provision for sharing costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member's payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.

- D. CONSOLIDATION: If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.
- E. SEGREGATED FUNDS: Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause to direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- F. REBATES: In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the City to comply with the said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

3.6 Indemnification

The Local shall indemnify and hold harmless the Employer against any and all claims, suits or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from challenges to the fair share fee amount provided that the Employer has not promoted or instigated such challenge.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Local agrees to defend such action, at its own expense and through its own counsel provided:

- A. The Employer gives immediate notice of the action in writing to the Local, and permits the Local intervention as a party if it so desires, and;
- B. The Employer gives full and complete cooperation to the Local and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both at all appellate levels.

ARTICLE 4

4.1 Sick Leave

- A. Sick leaves shall be used for illness, injury, maternity, paternity, doctor's appointments, or for serious illness or injury in the employee's immediate family, subject to confirmation by the Fire Chief.

If any employee is unable to work due to illness, the employee must inform the on-duty shift commander at least one (1) hour prior to the start of the employee's scheduled workday. An employee's failure to inform the on-duty shift commander each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Employees will comply with such reporting rules as may be established by the Fire Chief, subject to the terms of this Agreement.

Platoon duty employees shall earn twelve (12) hours of sick leave for each completed month of employment. Any partial month shall be prorated accordingly. Any on-duty work related injury or

disability shall not be charged to accumulated sick leave but shall be granted in accordance with the job-related disability provision of this Agreement.

The City retains the right to take corrective steps to deal with the abuse of sick leave or if the employee has prolonged and/or frequent and regular absences which hinder the carrying out of the employee's responsibilities.

Corrective steps may include medical consultations, medical examination, informal or formal disciplinary action. If any of the employee's illness or sickness exceeds the amount of earned but unused sick leave, the employee may request the use of earned but unused holidays or vacation days, or to be placed on leave without pay. This determination will be made by the Fire Chief or his designated supervisor in consultation with the employee.

- B. Sick leaves shall be charged one (1) hour for each full hour or part thereof that the employee is absent from duty.
- C. An annual accounting shall be provided for each employee.

4.1.A Conversion of Sick Leave

- A. Payment/transfer of unused time:

On December 1 of each year, an employee's unused sick hours in excess of three hundred eighteen (318) hours in their sick leave bank shall be deposited in their VEBA account.

The dollar amount of unused sick hours shall be at the employee's hourly rate on December 1 of each year.

All hours less than or equal to 318 shall remain in the employee's sick leave bank.

- B. Sick leave conversion at retirement:

Employees shall have all remaining sick hours deposited in their VEBA account. The dollar value of unused sick hours shall be at the employee's hourly rate on the date of retirement.

4.2 Funeral and Bereavement Leave

- A. In the event of a death in the immediate family of an employee, a non-platoon employee shall be granted up to three (3) work days off with pay; such days shall not be charged to sick leave. Platoon duty employees shall be granted one (1) duty day as a matter of right. A second duty day for platoon duty employees may be granted at the Fire Chief's discretion. Additional time for bereavement may be taken, with the approval of the Fire Chief; this time shall be charged to sick time. The employee's immediate family is defined as spouse, parents, children (including step and half), brother or sister (including in-law, step and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren (including step and half).
- B. In the event of a death in an employee's extended family, non-platoon employees may take a maximum of three (3) work days, or a platoon duty employee may take one (1) shift day of funeral leave. This leave shall be charged to the employee's sick leave. An employee's extended family shall be defined as the employee's or the employee's spouse's aunt, uncle, nephew, niece, divorced spouse, spouse's grandparents, and first cousins. Employees shall be required to comply with the established sick time usage reporting rules as described in General Order 40-03, dated 5/1/03.

4.3 Jury Leave

Any employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any per diem compensation which the

employee receives for jury duty or jury services shall be subtracted from the employee's regular wages.

4.4 Military Leave

Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the City for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year for no more than two (2) employees per year.

4.5 Alternate Duty

With the approval of management, if the employee is medically able to perform such alternate duty per the department physician, and if alternate duty is feasible, an employee who is injured or becomes sick off duty and cannot perform normal duties, shall be granted fire related alternate duties. All bargaining unit employees shall submit in writing to the Fire Chief or his designee a request for alternate duty. All bargaining unit employees shall receive equitable consideration in application of this section and receive a written response within 5 business days of an alternate duty request. There shall be no loss of normal benefits while an employee is on alternate duty. Alternate duty shall be Monday through Friday and be consistent with the first eight (8) hours of platoon duty, unless agreed upon by the affected members.

4.6 Non-employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or to accept employment elsewhere or for self-employment.

4.7 Trade Time

All trades shall be submitted on a department time off request form and shall not be unreasonably denied. A time off request form shall include the name and rank of personnel trading, date(s) and hours requested to trade, shift assignments of personnel trading, scheduled station assignment and must be signed by both parties involved. The form must be accepted, signed, dated and timed by the shift lieutenant or officer in charge for the request to be valid. The employee, having signed the trade form, will be responsible for working the duty day just as if he/she were normally scheduled for that duty day.

ARTICLE 5

SENIORITY, LAYOFF AND RECALL

5.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning full-time employment as a sworn fire fighter in the Fire Department of the City. Conflicts of seniority shall be determined on the basis of the order of the fire fighters on the Fire and Police Commission hiring list, with the fire fighter higher on the list being the more senior.

5.2 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of one (1) year of active duty as per the City of Oak Forest Board of Fire and Police Commission Rule c-7. A six (6) month extension of the probationary period may be made by the Fire Chief for paramedic qualification for new employees whose duties include paramedic services.

During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, lay off, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

5.3 Seniority List

On or before January 1 of each year, the City will provide the Local with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Local's receipt of the list.

5.4 Layoff/Recall

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.1-18).

5.5 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- A. Quits;
- B. is discharged;
- C. retires or is retired;
- D. falsifies the reason for a leave of absence;
- E. fails to report to work at the conclusion of an authorized leave of absence or vacation;
- F. is laid off and fails to report to work within thirty (30) calendar days after having been recalled.

ARTICLE 6

HOLIDAYS AND COMPENSATORY TIME

- A. All platoon duty employees shall be entitled to four (4) additional (24 hour) vacation days in lieu of holidays. The holidays shall be credited on the employee's anniversary date. Non-platoon duty employees shall be given holiday time at the rate of ninety-six (96) hours per year.
- B. Compensatory time may be paid in lieu of overtime based on the following criteria. Compensatory time will be calculated at the same rate as overtime and shall be computed on the basis quarter hour (15 min). Compensatory time may be accumulated with a maximum bank and carryover of seventy two (72) hours of overtime (i.e., seventy two (72) hours of overtime shall convert to one hundred eight (108) hours of straight time). Any full-time employee who is eligible for and has exercised this option shall receive his or her payment minus all legal deductions within sixty (60) days of the date of his or her respective retirement. As an alternative method of payment, the employee may request to be paid over a period of twelve (12) months in equal installments. This election must be made at the date of the exercise of the option to separate from the Oak Forest Fire Department. Furthermore, an employee who earns a "12 hour Safety Day" in accordance with City policy (as of the date of execution of this Agreement) may use the hours granted as a Safety Day in a manner consistent with this Section

ARTICLE 7

SALARIES AND OTHER COMPENSATION

7.1 Salaries

A. Salary Schedule

The annual salaries to be paid bargaining unit employees for the term of this Agreement shall be as set forth in Appendix III to this Agreement.

The Salary Schedule set forth in Appendix III indicates the base salary in each step and rank for the life of this Agreement.

To compute an individual employee's annual salary, add the appropriate base salary plus all applicable incentive pays. The hourly rate shall be as computed in Section 7.4.

B. The employer agrees to compensate its employees who attain and maintain any or all of the following certifications an annual increase for each incentive:

1. Certified Paramedic (EMT-P)	\$2100
10 years EMT-P with OFFD	\$2600
20 years EMT-P with OFFD	\$3100
25 years EMT-P with OFFD	\$3600
30 years EMT-P with OFFD	\$4100
2. State Certified Firefighter III	\$500
3. State Certified Fire Apparatus Engineer	\$300
4. State Certified Fire Apparatus Engineer with 10 years service on OFFD	\$400
5. State Certified Fire Officer I	\$250
Certified Fire Officer I with 10 years service on OFFD	\$500
6. State Certified Fire Officer II	\$250
Certified Fire Officer II with 10 years service on OFFD	\$500
7. Higher education degree in related field after 5 years full-time service with OFFD.	
Associates	\$500
Bachelors	\$1000

C. All incentive pay and Paramedic stipend shall be added to the employee's base salary and prorated on an annual basis except item 7 above. Item 7 shall be paid by separate check, minus all applicable payroll deductions on the first payroll following May 1 of each year for the highest degree obtained. Item 7 shall be inclusive for pension calculations, however, not for hourly rate calculations as described in article 7.4 herein.

D. The Local and the City understand the OSFM periodically updates certifications. Both parties agree to discuss any new or updated certifications that are the equivalent to the above listed certifications, and if agreed, such certifications shall be added to or replace any of the above certifications listed in 7.1 B

E. Compensation shall not be paid more than once for the same hours under any provision(s) of this Agreement.

7.2 Platoon/Non-platoon Duty

- A. Employees covered by the terms of this agreement who work within the Fire Department shall be assigned to regular "Platoon Duty" shifts. The regular hours of duty shall be 24 consecutive hours of duty, starting at 0730 hours, followed by 48 consecutive hours off duty. The annual average hours shall not normally exceed fifty two (52.0) hours per week. This shall be accomplished by scheduling a Kelly Day every fourteenth (14th) shift day. In addition to the scheduled Kelly Days, every January, each bargaining unit member shall get a "floating Kelly Day". This Kelly Day shall be used within the calendar year and may not be carried over. This day may be scheduled in the same manner as a vacation day. Kelly Days may be traded between bargaining unit members provided such trades are between members of the same shift. Employees shall have the ability to move their Kelly Day to an open day within that cycle. The moving of Kelly Days shall be requested at least seven (7) days in advance and shall not create overtime. All requests shall be made in writing and forwarded to the chief or his designee for approval. Such trades shall not be unreasonably denied.
- B. Employees covered by this agreement who work within the Fire Department who are not assigned to platoon duty shifts may be assigned to "Non-Platoon Duty" shifts, as provided in Section 7.2g or 7.2h. The regular hours of duty shall be 0800 to 1500 hours, Monday through Friday.
- C. Platoon duty employees' routine daily duties, assignments and training, will be scheduled and performed between the hours of 0800 and 1500, morning meetings are to begin at 0745. Once assigned work is complete and there is no other work to be done, the work day may be considered over. A break shall be allowed during the morning and afternoon work period, of twenty (20) minutes each. A lunch period totaling one (1) hour shall be allowed all employees starting at 1200 hrs. If interrupted by emergency call(s), the remaining time shall be allowed upon return to quarters. Non-assigned time shall start at 1500 hrs. Station supervisors shall allow at a minimum one (1) hour during normal duty hours for employees to complete an on duty workout. This time shall not supersede training or house duties. The department reserves the right to schedule and assign training after 1500 hrs up to four (4) times annually per shift. All scheduled training after 1500 hrs shall start no later than 1900 hrs.
- D. Non platoon employees' duty shall be from 0800 hrs. (8 AM) to 1600 hrs (3 PM). A break period shall be allowed during the morning and afternoon work period, of fifteen (15) minutes each. A lunch period totaling thirty (30) minutes shall be allowed starting at 1200 hrs. (Noon). Non platoon employees shall be allowed a one (1) hour lunch in lieu of the two fifteen (15) minute breaks and a half-hour lunch. If interrupted by emergency call(s), the remaining time shall be allowed upon return to quarters.
- E. Employees presently on Platoon duty shifts shall remain on those assigned shifts, unless they bid otherwise. However, shift assignments may be adjusted by giving notice to the affected employee by November 1st, to become effective after January 1st, based on the demonstrated needs of the department as agreed upon by the Local and by the Fire Chief based on skill and/or ability, transferring the least senior of the employees possessing agreed upon skill if no other member voluntarily agrees to change shifts. The Local may also submit shift assignments which have been voluntarily agreed upon by the Local members affected; said assignments shall be subject to the approval of the Chief which approval shall not be unreasonably denied. If there is no agreement by the parties as to the Chief's suggested assignments, expedited arbitration shall be implemented by using a mutually agreed to arbitrator. In the event there is an emergency, shift assignments may be made outside the above-specified dates by notice to the union specifying the emergency. If the Fire Chief or his designee changes shift assignments (promotions not withstanding), any remaining scheduled time off for the bargaining unit employee must be scheduled. The bargaining unit employee who gets moved to a new shift shall be allowed to keep their same scheduled paid time off as they had on the previous shift assigned. If the employee requests the same time off that was granted on their previously assigned shift assignment, that employee shall be granted the choice of the shift off on either side of their previously scheduled paid time off. If a bargaining unit employee voluntarily moves shift, his/her time may not be honored.

- F. Station picks shall be performed on an annual basis, in November of each year to take effect the following January. Picks will be made first in rank order, then by time in rank, with every member allowed a pick. Station assignments will be for one year with the understanding that there are three (3) floaters that may move depending on personnel that are off and slots need to be filled.
- G. New hire probationary employees may be assigned to a temporary non-platoon duty shift during training, at the discretion of the Chief. Assignment to a Platoon duty shift shall be made before the completion of the employee's probationary period.
- H. Any permanent position of a non-platoon employee covered by this Agreement shall be filled by a seniority bid procedure as agreed to by the Local and the City.

7.3 Overtime Hours

All overtime hours shall be considered as non-scheduled hours worked in excess of the normal work week and shall be paid at the rate of one-and-one-half (1-1/2) times the employee's straight time rate.

7.4 Straight Time Hourly Rate

The regular straight time hourly rate shall be determined by dividing the employee's annual salary (Base salary plus any applicable incentive pay) by the scheduled annual hours: 2689.00

7.5 Hold-over and Recall Rate

- A. Any employees held over beyond their normal quitting time, shall receive a minimum of one (1) hour pay at time and one half (1-1/2) of the employee's regular hourly rate.
- B. When an employee is called back to duty by the City, he will be paid at one and one-half (1 ½) times his regular hourly rate. When called back for a "GENERAL ALARM" request, the employee shall receive a minimum of one (1) hour pay for each request, with the exception of any MABAS Box Alarms and Oak Forest Full Stills, which shall be paid at two (2) hours for each request. Call back pay shall commence at the time of the call if the employee reports within thirty (30) minutes to the station or other work site. If an employee reports after thirty (30) minutes from the time of the call, he shall be paid from the time that he reported to the station or other work site. Employees shall be released when the stations are in quarters and/or back in service. Secondary calls will be paid as an additional request as soon as employees are released. Any employee called to duty within thirty (30) minutes prior to the employee's starting time shall receive thirty (30) minutes pay at one and one half (1 ½) times his regular rate.

7.6 Overtime Distribution

- A. When the need for overtime exists due to the lack of manpower, vacations, sickness, injury, or other unforeseen causes, such overtime shall be distributed to the members of the bargaining unit on a voluntary basis. The City shall establish a daily Departmental Overtime Assignment Lists, which shall be posted in each work place. The Local shall update and maintain this list daily. Voluntary overtime shall be offered on a rotational basis to all bargaining unit firefighters. Overtime shall be offered using a mutually accepted call out method. An employee shall move to the bottom of the respective overtime list(s) only if he works the offered hours or refuses to work any offered overtime. If the employee is not contacted or a message has been left, he will not lose his position on the roster. The official Oak Forest roster shall be used to contact employees for the purpose of overtime. Employees can also be asked while on duty. Management will have the right to assign non-emergency hours to part-time firefighters such as for parades and other community services, picnics, awareness fairs, and any City function or other similar events.
- B. All other hours will be offered to bargaining unit members first using the Departmental Overtime Assignment Lists.

- C. The Fire Department will make every attempt to procure voluntary overtime, including the splitting of shifts, prior to requiring mandatory overtime for any bargaining unit member.
 - 1) If mandatory overtime is necessitated, the employee with the least amount of seniority shall be held over first for a period not to exceed twenty four (24) hours. Mandatory overtime will be assigned on a rotational basis within the shift based on seniority. The bargaining unit member who has the least amount of seniority shall not be required to work mandatory overtime until all firefighters assigned to the shift have been required to work mandatory overtime as provided below.
 - 2) Firefighters that fall into the following categories will not be required to accept mandatory overtime but will remain in the rotational assignment:
 - a) Firefighters that have previously worked for forty eight (48) hours prior to the mandatory overtime date.
 - b) Firefighters who have vacation, Kelly, Trade, or PTO/Comp time, as well as agreed upon Fire Department or Local business previously scheduled following their relief from duty.
 - c) Firefighters shall not be required to work in excess of forty eight (48) consecutive hours pursuant to this provision.

7.7 College/Further Education

- A. Firefighters will be allowed to attend accredited college (career oriented) courses of their choice. The City shall reimburse each firefighter upon completion of the course for tuition, lab fees, and books.
- B. Firefighters will be allowed to attend career oriented non-college classes, seminars, and the like. Registration fees and associated costs shall be paid by the city.
- C. Firefighters voluntarily attending college courses or seminars will not receive additional compensation for off duty time. These hours shall not be counted as hours worked for overtime purposes.
- D. Firefighters will be allowed to attend classes during scheduled duty hours. In the event minimum staffing cannot be maintained due to a call off of another employee, within 12 hours of the start of shift, the member attending class, at his option, shall be allowed the use of sick time without penalty. Filling of hours will be in accordance with Section 7.6 A, of this agreement.
- E. Each employee shall be allowed twelve hundred dollars (\$1200) per year for the above educational expenses.

7.8 Retirement Bonus

- A. Qualifications. Each full-time employee who has qualified for a pension under the terms of the Oak Forest Firefighter Pension Fund with at least twenty (20) years of active duty shall be eligible for the retirement incentive bonus program. "Annual salary" is defined as the salary of the employee as reflected in last year's budget. In the event there is any retroactive salary raises allowed, these amounts shall be included in setting the annual salary. It expressly does not include incentive overtime pay, worker's compensation permanent partial disability benefits or other extraordinary payments. For those employees hired prior to January 1, 2011, in order to be eligible for the incentive, employees shall have twenty (20) years of service and be fifty (50) years of age. For those employees hired after January 1, 2011, in order to be eligible for the incentive, employees shall have twenty (20) years of service and be fifty-five (55) years of age.
- B. Date and Method of Exercise.
 - 1. Any qualified employee shall exercise his or her option to invoke the retirement incentive bonus program at any time after becoming qualified.

2. The method of exercise shall be in writing. Three copies shall be served. One copy shall be delivered to the department head. One copy shall be delivered to the City Treasurer. One copy shall be delivered to the respective pension board. Delivery may be done either by personal service or by mailing a copy to the individuals. The date of posting the mail shall be the operative date of service.
 3. At present the fiscal year of the City is May 1st through April 30th. This may be changed by the City Council as otherwise allowed by law.
- C. Date of Retirement. Any full-time employee may retire at any time following the exercise of the option to retire.
- D. Date of Receipt of Incentive. Any full-time employee who is eligible for and has exercised his or her option to retire shall receive his or her incentive payment minus all legal deductions within sixty (60) days of the date of his or her respective retirement. As an alternative method of payment, the employee may request the incentive bonus to be paid over a period of twelve (12) months in equal installments. This election must be made at the date of the exercise of the option to retire.
- E. Incentive Amount. Any full-time employee will be entitled to an incentive in the amount equal to 59% of a firefighter's annual salary, 60% of an engineer's annual salary, 64% of a lieutenant's annual salary if promoted on or prior to May 1, 1999, or 63% of a lieutenant's annual salary if promoted after May 1, 1999, minus the amount received from the current budget [(Annual Salary – Salary Received During Fiscal Year) x Appropriate Percentage Above]. This incentive amount will be reduced in accordance with the following table if retirement occurs after the employee's first year of eligibility:

<i>Percentage</i>	<i>Year of Eligibility</i>
<i>100</i>	<i>1st</i>
<i>90</i>	<i>2nd</i>
<i>80</i>	<i>3rd</i>
<i>70</i>	<i>4th</i>
<i>60</i>	<i>5th</i>
<i>50</i>	<i>6th</i>
<i>40</i>	<i>7th</i>
<i>30</i>	<i>8th</i>
<i>20</i>	<i>9th</i>
<i>10</i>	<i>10th</i>

ARTICLE 8

VACATIONS

8.1 Amount of Vacation

- A. Employees assigned to 24-hour shifts shall accrue vacation as of their anniversary date of employment in any year as follows

Length of Continuous Service	Number of 24-hour Shifts/Days
Less than 1 year	0 days
1 to 4 years	4 days
5 years (after anniversary date)	7 days
10 years (after anniversary date)	8 days
15 years (after anniversary date)	9 days
20 years (after anniversary date)	11 days
25 years (after anniversary date)	13 days

- B. Permanent non-platoon employees shall earn vacation as follows

1 year until 5 year anniversary	80 hours annually
5 year anniversary	120 hours annually
Each 2 years after 5 to 20 years	additional 8 hours annually
Each year after 20 years	additional 8 hours annually

8.2 Vacation Eligibility

In order to be eligible for a paid vacation, an employee, who as of his anniversary date of employment, must have been continuously employed in a position covered by this agreement. Vacation time earned in the first year of continuous service shall be taken during the second year of service. Similarly, vacation time earned during the second year of service, shall be taken during the third year of service, etc.

8.3 Vacation Scheduling

- A. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the employee's length of continuous service with the department using the established rotational vacation scheduling procedure. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time, exceeding the current 1 and 1 policy, is exclusively reserved by the Fire Chief. From June through August of each year no more than two (2) bargaining unit personnel may be scheduled off the same date. This will insure the orderly performance of the services provided by the City and to have vacations scheduled as evenly as possible throughout the year which will minimize overtime occurrences. Vacations scheduled on any of the listed holiday blackout periods below and require overtime coverage shall only be granted if such overtime is filled on a voluntary basis.
- B. The blackout periods shall be the calendar day before the holiday, the holiday, and the day after the holiday. Blackout holiday periods are as follows:

New Year's Day	Father's Day	Christmas Day
Easter	Independence Day	
Mother's Day	Labor Day	
Memorial Day	Thanksgiving Day	

- C. A vacation day may be requested at any time during an employee's shift, provided it does not disrupt any planned manning changes, and provided the request does not create overtime. Adjustments to station assignments created by the use of this rule shall be the responsibility of on-duty personnel and shall not cause overtime.

8.4 Limitation on Accumulation of Vacation

Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless authorized in writing by the Fire Chief, except three days vacation may be accumulated at the employee's option.

8.5 Pay for Earned Unused Vacation Upon Separation

If at the time of separation an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of separation. In the event of death, any vacation earned but unused shall be paid to the beneficiary of the deceased employee. Employees with less than 12 months of continuous service at separation shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 Definition

A grievance is defined as a dispute or difference between the parties as to this agreement concerning interpretation and/or application of this agreement or its provisions.

9.2 Procedure, Steps, and Time Limits

STEP 1. The employee, with or without a Local representative (or the Local steward alone in the case of a Local grievance), shall take up a grievance or dispute in writing or orally with the Fire Chief or his designee within fourteen (14) calendar days of its occurrence. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond to the employee and the local steward within fourteen (14) calendar days.

STEP 2. If the grievance remains unadjusted in Step 1 and the Local, with or without the employee, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to either the Mayor or the Fire and Police Commission, within ten (10) calendar days after the receipt of the employer's answer in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated, and the requested remedy.

In the event the matter is referred to the Fire and Police Commission, State statute and the Oak Forest Fire and Police Commission Rules shall apply. In selecting this alternative, the arbitration procedure will not be further available for the grievant. Initial notice requirements for purposes of the Oak Forest Fire and Police Commission shall be as herein specified.

In the event the matter is referred to the Mayor, the Mayor or his designee shall meet and discuss the grievance within fourteen (14) calendar days of the receipt of the notice of appeal with the employee and the authorized Local representative at a time mutually agreeable to the parties.

STEP 3. If no settlement is reached the Mayor or his designee shall give the employer's written answer to the Local within fourteen (14) calendar days following their meeting.

STEP 4. If the grievance remains unresolved within fourteen (14) calendar days after the reply of the Mayor or his designee is due, either party may, by written notice to the other party, invoke arbitration.

NOTE: The time limits set forth in this Article may be extended by mutual written consent of both parties.

9.3 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Local within fourteen (14) business days after notice has been given. If the parties fail to agree to the selection of the arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both of the parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois. Each party shall have the right to strike three (3) names. The parties shall determine which strikes first by the flip of a coin. The balance of the names shall be stricken by alternate actions of the parties. The remaining name shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by FMCS of the selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

9.4 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Local within thirty (30) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with the provisions of this section, the decision of the arbitrator shall be final and binding.

The parties agree that the grievance arbitration hearings held pursuant to this procedure shall be on an expedited basis except for matters of discharge and/or suspension.

9.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the employer and the Local. However, each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

9.6 Power of the Fire and Police Commission

Other than specified in this Article, the Oak Forest Fire and Police Commission shall retain all its prior powers.

ARTICLE 10

NO STRIKE - NO LOCKOUT

10.1 No Strike

Neither the Local nor any officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer or steward of the Local occupies a position of special trust and responsibility in maintaining and bringing

about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this article, the Local agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

10.2 No Lockout

The City will not lockout any employees during the term of this agreement as a result of a labor dispute with the Local.

10.3 Penalty

The only matter which may be challenged before the Fire and Police Commission concerning disciplinary action imposed for an alleged violation of Section 10.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

10.4 Judicial Restraint

Nothing contained herein shall preclude the City or the Local from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the contractual grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE 11

MANAGEMENT RIGHTS

Except as specifically modified by other Articles of this Agreement, the Local recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control, and determine all the operations and services of the city; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, and discharge employees for just cause; to change or eliminate existing methods, equipment, or facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this agreement.

ARTICLE 12

SUBCONTRACTING/PART-TIME PROGRAM

12.1 Subcontracting

The City shall have the right to subcontract out any work it deems necessary when any such Subcontracting will not displace bargaining unit employees and no bargaining unit employee is on layoff, and provided it is in accordance with Public Act 095-0490.

12.2. Part-Time Program

The Union and the City agree that part-time Firefighters/Paramedics (FF/PM) can be utilized to aid the Fire Department in accordance with the following guidelines:

- A. Part-time FF/PM shall not count toward the minimum full-time shift staffing requirements set forth in Section 17.3A(1) of this Agreement.
- B. Part-time FF/PM shall not be used to replace full-time FF/PM for overtime opportunities except as permitted by Section 7.6A of this Agreement.
- C. The City shall maintain no more than two (2) part-time FF/PM slots per 24 hour shift, one (1) at each station.
- D. Part-time FF/PM shall not be given or be eligible to attain or hold any rank within the Fire Department.
- E. In the event the City is unable to fill a part-time slot within 72 hours prior to the start of that shift's day, the City shall offer the open part-time slot to full-time employees. A full-time employee who accepts the opportunity shall be paid at time and one-half (1 ½) of his regular hourly rate for the time worked in filling the slot. The filling of part-time slots under this paragraph shall not be subject to mandatory overtime under this Agreement.
- F. In the event of a layoff, no full-time employee shall be laid off prior to all part-time employees being laid off.
- G. Except as otherwise specifically provided herein, nothing contained in this Section 12.2 shall be interpreted as a waiver of any rights retained by Local 3039 or the City under PA 95-0490.
- H. The roster of part-time employees, not to exceed thirty (30) at any one time, shall will be made available to the Union on request. All members working part-time slots shall be certified as Firefighter II/Paramedic.
- I. Part-time FF/PM shall have work hours that are consistent with the work hours for full-time FF/PM (currently, 0730 hrs. to 0730 hrs.), except that the City may split the part-time slots into two (2) twelve (12) hour shifts per regular 24-hour shift.
- J. A part-time FF/PM shall work under the direction of the company officer in the station to which the part-time FF/PM is assigned

ARTICLE 13 PREVAILING RIGHTS

All rights, privileges, and benefits enjoyed by the employees at the present time which are not covered by this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement, unless changed by mutual written consent or as provided herein.

ARTICLE 14

INSURANCE

14.1 Coverage

- A. The City shall continue to make available to all bargaining unit employees, retirees, and their dependents, substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed on the effective date of this Agreement. The City retains the right to elect a different insurance carrier, to provide alternative coverage through "HMO" systems, "PPO" or to self-insure. The City shall allocate the sum of three hundred dollars (\$300) per month for family coverage, two hundred thirty dollars (\$230) per month for "single + 1" coverage, or one hundred fifteen dollars (\$115) per month for single coverage (at the employee's option) for health and hospitalization insurance.
- B. The City shall provide a reimbursement benefit of up to one thousand dollars (\$1,000) per year for employee and family expenses to be used for health care deductibles, doctor co-pays, prescription drug co-pays and other eligible medical reimbursements including dental and optical treatments, subject to Internal Revenue Service regulations and the procedural requirements of the City's plan administrator.

14.2 Cost

- A. Any increase in medical insurance premiums over the allocations established in Section 14.1A, shall be paid eighty percent (80%) by the employer and twenty percent (20%) by the employee.
- B. Retirees' insurance premiums shall be paid through 21.4 Post Employment Health Care Fund until those funds are exhausted and then may be continued at the retiree's expense.
- C. There shall be a representative from the bargaining unit on the City Insurance Committee.

14.3 Cost Containment

- A. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.
- B. The City will provide a cost savings to the employee by deducting the employee contribution before taxes as allowed by IRS regulations (Smart program).

14.4 Life Insurance

The City shall provide a Life Insurance policy of fifty thousand dollars (\$50,000) for each employee covered by this agreement. The employee shall name a beneficiary of their choice. The City may choose to self-insure.

ARTICLE 15

LINE OF DUTY INJURY

15.1 Benefit

Whenever an employee suffers any injury in the line of duty which causes him to be unable to perform his duties, he shall be paid by the City the difference between his straight time salary on the same basis as he was paid before the injury, and any workers compensation pay he may receive, with no deduction from his sick leave credits, vacations, holidays, service credits in his pension fund, or vacation during

the time he is unable to perform his duties due to the result of the injury, but no longer than one (1) year in relation to the same injury.

15.2 Medical Exams

At any time during the period for which continuing compensation is required by this Section, the City may order, at the expense of the City, physical or medical examinations of the person to determine the degree of his disability.

15.3 Other Employment

During the period of disability, the injured party shall not be employed in any other manner with or without monetary compensation.

15.4 Other Insurance

Any salary due the employee from any type of City paid for insurance other than worker's compensation insurance during the time the employee is disabled as a result of a line-of-duty injury shall revert to the City from the time during which the difference of compensation is paid to him.

ARTICLE 16

UNPAID LEAVES OF ABSENCE

16.1 Maternity/Paternity/Adoption Leave

The City agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and other applicable law.

16.2 Personal/Educational Leave

The City may, at its discretion, grant an educational leave or personal leave. This leave shall be without pay and for a period not to exceed one (1) year. The City shall not in granting the leave, discriminate against any employee because of his membership in the Local.

ARTICLE 17

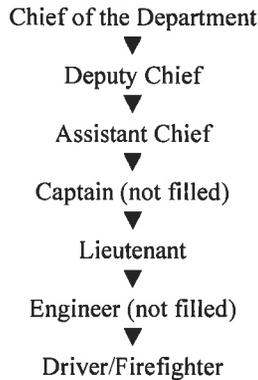
DISCIPLINE/CHAIN OF COMMAND/SAFETY

17.1 Full Time Discipline

A. Employees covered by this Agreement shall only be disciplined by other permanent full-time employees. Nothing in this language shall prevent any person from presenting a complaint for review. No part-time personnel may place derogatory information in an employee's records. Employees shall only be given orders during platoon-duty by other full-time employees. The parties agree that nothing in this Agreement shall supersede the provisions of the Fireman's Disciplinary Act.

17.2 Normal Chain of Command

While on call or in emergency situations the normal chain of command must be followed:



NOTE: Functional authority is the right that an individual or department has delegated to it over specified processes, practices, or standard operating procedures.

17.3 Safety of Firefighters

The City and the Local recognize their responsibility to provide and maintain a safe working environment for all employees covered by this agreement. NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments shall be used as a guideline. To this end, and with regard to public safety, the City and the Local agree:

- A. To set goals, and work toward implementing and providing a safe and reasonable workload, including fire apparatus and ambulance responses as follows:
 - 1) The City will maintain a minimum of three (3), eight (8) firefighter shifts. Each shift shall consist of 2 Lt's, 2 drivers, and 4 FFs. This shall not be construed to increase the current requirement that minimum staffing levels shall be no less than three (3) bargaining unit members at each City fire station.
 - 2) All initial emergency responses from each station shall be made by a minimum of three (3) bargaining unit personnel. Exceptions to this rule may be for service calls such as bomb threats, assist Police with a lockout, elevator rescue, CO without illness, outside odor investigation of unknown origin, and alarm reset with a known power failure. These responses shall be made by no less than 2 bargaining unit members.
 - 3) For out of town ambulance requests, the Officer shall send two (2) Paramedics. If there is a justifiable and/or warranted cause, the Officer may add or substitute another Paramedic. The responding crew may request additional members for manpower in cases where the aided department cannot provide manpower trained to the level of paramedic. Such a request shall not be reasonably denied.
 - 4) Responses to in town requests for emergency medical service shall be made by a minimum of three (3) bargaining unit members.
 - 5) All initial responses from each station for Emergency Medical Services shall be made by a minimum of three (3) except as noted in #3 above.
 - 6) Any member that is part of a MABAS team shall be allowed to respond to any callouts while on duty, provided we do not fall below minimum manning.
- B. The Department shall maintain an Occupational Safety and Health Committee. Policy number 90-008 as dated 6-11-90 and as attached as Appendix I.

- C. To prevent additional health and safety hazards in the workplace, and in an effort to promote a strong public image, there will be no use of tobacco products allowed in either fire station or in any Department vehicle. Use of tobacco products at extended emergency scenes, training sites, community or fire prevention functions, shall be at the discretion of the Fire Chief or his designee. Employees that use tobacco products will be able to attend tobacco cessation clinics at the expense of the City, if desired by the employee.
- D. The Union and the City agree to create a committee consisting of two (2) representatives from the Union and two (2) representatives from the City to facilitate the implementation of a fitness program within the Oak Forest Fire Department.
- E. Outside, physical training shall not be conducted when the Heat Index is projected to be at or above 90 degrees, or when the temperature is projected to be below 32 degrees. To determine these parameters, employees shall follow National Weather Service Weather Forecast Office, which may be found at, but is not limited to the following website <http://www.crh.noaa.gov/lot/>
- F. No employee may work 96 consecutive hours, unless approved by the Fire Chief or his Designee under special circumstances. If an employee works 72 consecutive hours, said employee shall not be permitted to be the driver/operator of an engine or ambulance during any hours worked after 48 consecutive hours.

These measures will provide a safer working environment for employees, a means for employee participation, and a quality level of public safety.

17.4 Annual Physical

The City shall provide each employee an annual physical during the calendar year at no cost to the employee. This annual physical and its results shall not be punitive but used in a manner to facilitate proper physical health of employees. All results of testing shall be confidential and not released to the City other than in a form that indicates a pass or fail or conditional fail with recommendations. The Department physician shall provide each employee the results of his physical and recommendation of the Department physician to follow up with his personal physician.

The annual physical should be consistent with current NFPA 1582 Comprehensive Occupational Medical Programs for Fire Departments and Illinois Department of Labor (IDOL) standards. The annual physical shall include a comprehensive medical history, blood test, urine test, audiology test, spirometry test, chest x-ray (baseline and each 5 years) EKG, stress test (as medically indicated), mammography (females age 40+ or as medically indicated), PSA (males 40+ or as medically indicated), immunizations and infectious disease screening, post exposure bloodborne pathogen testing, HIV testing, heavy metal testing, and colon cancer screening (age 40+ or as medically indicated). This listing is not intended to be all-inclusive: it is understood that advances in medical knowledge and/or technology may warrant additional and/or different tests. The Union and the City will attempt to establish a procedure for and list of medical tests required annually. In the event that there are any changes to the agreed-upon testing procedure or list of required medical tests, the City will notify the Union and will bargain with the Union upon request over such changes.

ARTICLE 18

DRUG AND ALCOHOL TESTING OF EMPLOYEES

18.1 Statement of Policy

The use of illegal drugs and the abuse of legal drugs and alcohol by employees of the City presents unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Oak Forest Firefighters Union and City of Oak Forest that the manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage or the abuse of legal substances which may impair or adversely affect an employee's ability to perform his or her job, is prohibited on all City properties at any time by an

employee or guest, and at all times and places wherever any employee is performing employment duties for the City. In addition, all employees are prohibited from entering upon City property or from being at anytime [in] a place while performing employment duties for the City, while under the influence of alcohol or any controlled substances (Drug Free Workplace Act, 30 ILCS 580/1, et seq.). It is the policy of the City to help provide a safe work environment and to protect the public by insuring that employees for the City are free from the effects of drugs and alcohol in the performance and pursuit of their duties. The purpose of this policy shall be achieved in such a manner as not to violate any established Constitutional rights of the employees of the City.

18.2 Definitions

“Drugs” or “controlled substances” shall include, but not be limited to, alcohol, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.) or the Cannabis Control Act (720 ILCS 540/1, et seq.); any controlled substance listed in Schedules I through V of 21 U.S.C. §812; and any look-alike substances, designer drugs, or any substance, such as glue, which may have adverse effects on perception, judgment, alertness, memory, or coordination. “Impair” or “adversely affect” shall mean causing a condition in which the employee is or may be unable to properly perform his or her duties due to the effects of drugs or alcohol in his or her body. Where impairment exists or is presumed, incapacity for duty shall be presumed.

18.3 Prohibitions

In addition to any and all other criminal, civil or regulatory prohibitions which may be applicable, the employees shall be prohibited from the following:

- A. Being under the influence of alcohol or any other drug or combination of drugs, to a degree which, in any way, impairs the employee’s ability to safely and competently perform his duties. It shall be presumed that if an employee has an alcohol concentration in his blood or breath of 0.04 grams of alcohol per 210 liters of breath, the employee is impaired. A lesser concentration shall not preclude the City from establishing that the employee was nonetheless impaired; or
- B. Consuming, possessing, selling, purchasing or delivery any illegal drug at any time, except in accordance with the duty requirements; or
- C. Consuming alcohol while on duty or at any time consuming or possessing alcohol upon City’s premises or job sites, except in accordance with duty requirements; or
- D. Failing to report to the employee’s officer or designee, the use of any prescription medication which the employee knows or should know will have an effect on the employee’s ability to safely and competently perform his or her duties.

Violation of any of the foregoing prohibitions or the failure to submit and cooperate in testing as provided in this Article shall be cause for discipline, including discharge.

18.4 Random Drug and Alcohol Testing

The City may require its employees to submit to testing as hereafter provided and on a random basis as provided in Section 18.13D, below, at a time and place designated by the City.

18.5 Drug and Alcohol Testing Upon Reasonable Suspicion

If the Chief, or his designee, has reasonable suspicion that an employee has violated the prohibitions contained in this Article, the Chief, or his designee, shall have the right to require the affected employee to submit to alcohol or drug testing as set forth in this Agreement. If a test is ordered on the basis of reasonable suspicion, within forty-eight (48) hours of the time the employee is ordered to

submit to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

18.6 Situational Drug and Alcohol Testing

Nothing contained in this Article shall limit the authority of the City to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire, or following a motor vehicle accident involving an employee as the driver or operator of equipment where property damage or a personal injury occurs and requires reporting to the Illinois Department of Transportation—Division of Traffic Safety as outlined in 65 ILCS 5/11-406 or at the time of an employee's annual physical examination.

18.7 Refusal to Submit to Testing

Any employee refusing to comply with an order for testing for drugs and/or alcohol within the timetable specified in the order, shall be subject to discipline, up to and including discharge.

18.8 Testing Procedures and Order for Testing

The employee being ordered to submit to a drug test shall be allowed to give the sample in private.

Only laboratories that are agreed to by the parties and that meet National Institute of Health standards shall be used to conduct the tests. The labs must use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union and City at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such result available to the Union and the City upon request. If the initial test results in a positive test, that initial test will be confirmed by a gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the laboratory that they are those of the employee. The lab shall collect a sufficient sample from the employee to allow for the test, and a sufficient amount to be set aside reserved for later testing if requested by the employee. The required procedure is as follows:

The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee and a Union Representative (if present), be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimen shall be in the transportation container after being drawn. The container shall be sealed in the employee's presence and (if present) the Union Representative's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or soonest normal business day by courier or the fastest other method.

The employee shall be offered the opportunity to obtain a "split sample", which the employee may take for testing to a laboratory of his/her own choosing at the employee's own expense, provided the employee notifies the City within seventy-two (72) hours of achieving the results of the test and provided further that the laboratory or clinic and the testing procedure, including the chain of custody, meets or exceeds the standards established in this Agreement. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

18.9 Definition of a Positive Result

The drug test shall be considered to have a positive result based upon federal drug testing cutoff concentrations as outlined below:

Drugs Test	Initial Test	Confirmatory
	Cutoff Levels (Ng/ml)	Cutoff Levels (Ng/ml)
Marijuana Metabolites	50	15 (a)
Cocaine Metabolites	300	150 (b)
Opiate Metabolites		2,000
Morphine		2,000
Codeine		2,000
6-Acetylmorphine (c)		10
Phencyclidine	25	25
Amphetamines		1,000
Amphetamine		500
Methamphetamine (d)		500

- (a) Assayed as 11 hour-nor-delta-9-THC-9-carboxylic acid (A THC metabolite).
- (b) Assayed as benzoylecognine (a cocaine metabolite).
- (c) Test for 6-AM when the morphine concentration exceeds 2,000 ng/ml.
- (d) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

With regard to alcohol testing, for the purpose of determining whether the employee is impaired due to the use of alcohol, test results showing an alcohol concentration of .040 percent or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive. (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .01 and .04 demonstrate that the employee was impaired or would be unable to properly perform his/her job duties, but the City shall bear the burden of proof in such cases.)

18.10 Testing for other Prescription Drugs

Any tests for other prescription drugs shall use the GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the City in the standards established by this Agreement, or National Institute of Health standards, if any.

18.11 Right to Contest

If disciplinary action is taken against an employee based in part upon the results of a test, then the employee shall have the right to file a grievance objecting to the basis for the order to submit to the test (unless the test is a random or situational test as provided by this Article) or to file objections to the reliability or accuracy of the test concerning any portion of the test. Any evidence concerning test

results which are obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

18.12 Tests to be Conducted

Any test resulting in a positive report will be referred to the Chief for investigation. Upon completion of an investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed or over the counter drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately relieved from duty, and shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation.

18.13 Voluntary Request for Assistance and Rehabilitation

The City shall not seek to terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The opportunity for rehabilitation shall be granted for any employee who is not involved in any drug or alcohol related criminal activity and who voluntarily admits to alcohol or drug abuse prior to initiation of testing procedures. Testing procedures shall be considered initiated upon the beginning of any investigation into whether there are grounds to require an employee to submit to testing. This voluntary request for assistance shall only apply to employees off probation.

Any member who voluntarily admits to his/her officer the use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include provisions 18.13 A through D, below. Employees failing to follow these sections or failing any test as provided therein shall be considered in violation of [the] voluntary treatment program and shall be subject to discipline. It is understood that an employee may voluntarily seek treatment no more than once.

The opportunity for rehabilitation (rather than discharge) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and prior to initiation of an investigation for the member's use or sale of controlled substance[s] by any competent state or federal authority, provided the employee signs a "last chance" agreement containing the following:

- A. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- B. The employee discontinuing his use of illegal drugs or consumption of alcohol;
- C. The employee completing the course of treatment prescribed, including an "after-care" group for a period of at least 12 months. This includes authorizing all persons involved in diagnosing, counseling and treating the employee's progress, cooperation, and/or drug and alcohol use, to alert the City Human Resources Director and/or Fire Chief, in writing, with a copy to the employee, of any perceived risk that the employee will be unable to perform his/her job duties safely or that he/she will be unable to complete the program successfully.
- D. The employee agreeing to submit to unlimited random drug testing at any time, including off duty hours, during the period of treatment and "after-care"; and
- E. Agreeing that during the "last chance" period [set forth in paragraph D., above], the employee shall be terminated if he/she tests positive again.

Employees who do not agree to and act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately

determined that the employee's current use of alcohol or drugs prevents such individual from performing his/her duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. Notwithstanding any provision to the contrary herein, an employee who successfully completes the above provisions of voluntary request for assistance and rehabilitation and remains free of drugs and alcohol for a period of seven (7) years shall have the right to a second chance to voluntarily request assistance and rehabilitation; however, no employee may have more than two (2) chances during a career. All treatment shall be made at the sole expense of the employee, to the extent not covered by the employee's health insurance benefits.

Any rehabilitation opportunities shall be provided as per the current Employer provided health insurance benefits. Employees who voluntarily attempt rehabilitation and exceed their health care benefits allowed shall pay all remaining costs out of pocket.

18.14 Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of the individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the collective bargaining agreement.

18.15 Confidentiality

The Union and the City agree to keep the names of the employees undergoing this procedure confidential. The City agrees not to contact law enforcement authorities regarding an employee's participation in an Employee Assistance Program.

ARTICLE 19

VACANCIES AND PROMOTIONS

19.1 General

Promotions to the rank of Engineer, Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, 50 ILCS 742 (hereinafter the "Promotional Act"), as may be amended from time to time. A current copy of the Promotional Act is attached hereto as "Appendix II" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be in accordance with the provisions of the Promotional Act.

19.2 Vacancies

This Article applies to promotions to vacancies in the ranks of Engineer, Lieutenant, and Captain. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in the rank(s) below provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

19.3 Eligibility

1. Vacancies shall be filled as per the Board of Fire and Police Commissioners Rules and Regulations;
2. Promotions shall be made from the rank immediately below the vacancy, except that, for the sole purpose of this paragraph, Firefighter and Engineer shall be considered a single rank;
3. Any full time personnel certified as Fire Officer I and with a minimum of 5 years full time active duty service with the Department shall be allowed to test for the position of Lieutenant; and
4. No person shall be examined for promotion until he/she has served at least one year (non-probationary) in the rank from which promotion is sought, which period can be waived or reduced if it is for the good of the service.

19.4 Rating Factors and Weights

All examinations shall be impartial and shall be related to those matters that will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by each employee on the promotional examinations consisting of the following five (5) components weighted as specified:

<u>Component</u>	<u>% Weight</u>
1. Written Examination	35%
2. Seniority	10%
3. Assessment Center	35%
4. Ascertained Merit	15%
5. Peer Review	5%
Minimum passing score	70

19.5 Test Components

1. Written Exam. The written exam shall be given in accordance with the Promotional Act. The examination shall be based only on the contents of the written materials that the City has identified and made readily available to potential examinees at least 90 days before the examination is administered. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points and Chief's points. The test shall be administered by a testing agency contracted and paid for by the Fire and Police Commission. Such exam shall be given based on no more than two (2) firefighting books and no more than two (2) "management" books, Union Contract and Department Policy/Procedures (SOG) as provided by the Fire Chief. Any books being used shall not have a copyright date greater than 10 years old unless agreed upon by both the Local and City.
2. Seniority Points: A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. Five points shall be awarded for each year of service with the City up to a maximum of 100 points.
3. Assessment Center: Evaluators will be hired by the testing company and will not be current or past employees of the City of Oak Forest.
4. Ascertained Merit. Points for ascertained merit shall be awarded in the following manner for the positions of Engineer and Lieutenant:

Associate's Degree	15 points
Bachelor's Degree	
With Associate's Degree	15 points
Without Associate's Degree	30 points
Master's Degree	10 points

(Note: College education points shall not exceed 30 points total.)

Fire Officer II

Instructor II	2.5 points
Tactics II	2.5 points
Management III	2.5 points
Management IV	2.5 points
If Provisional Fire Officer II	10 points
Certified Fire Officer II	20 points
Fire Investigator and/or Arson Investigator	5 points (total)
Fire Prevention Officer I/equivalent	5pts
Fire Apparatus Engineer	5 points
Incident Safety Officer or Health & Safety	2.5 pt each up to 5pt total
Training Program Manager	5pts
Instructor III	5pts
Haz Mat Tech or IC	2.5 pt each up to 5 pt total
TRT Discipline to Ops level or higher	2.5 pt each up to 5 pt total
Collapse, Trench, Confined Space	
Rope Disciplines considered TRT	

(Points for FO II components only if not provisional or certified FOII)
(up to a maximum of 100 points,)

Points for ascertained merit for the rank of Captain shall be determined by the parties in the event that the City declares that a vacancy becomes available.

5. Peer Review. Candidates shall be evaluated by the Fire Chief, a Local representative not a candidate for the promotional test, and one Lt from each shift as chosen by the Chief and Local. As required by the Fire Department Promotion Act, and as weighted in accord with Section 19.4 of this Agreement, the score shall be based on one hundred (100) points. Peer review points shall be applied after Seniority points and Ascertained Merit points are applied and before the Assessment Center and Written Examinations are administered. The evaluation will be based upon the following factors: the candidate's ability to handle supervisory tasks, management responsibilities, and previous job performance.
6. Veteran's Points. Veteran's points shall be calculated in accordance with the Promotional Act.

19.6 Right to Review

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter pursuant to the grievance/arbitration procedures contained in this Agreement.

19.7 Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its

reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at any time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution with the grievance procedure in Article 9 of this Agreement.

19.8 Maintenance of Promotional Lists

Final eligibility lists shall be effective for a period of three (3) years. The City shall take all reasonable steps to ensure vacancies are filled not later than 120 days after the occurrence of the vacancy. If, for any reason, the vacancy is not filled within 120 days, the Promotional Act as to temporary appointments shall apply.

19.9 Acting out of Rank

When a Lieutenant, Engineer, or Firefighter assumes the duties and responsibilities of a rank above the one that they officially, the employee shall be paid an additional one dollar (\$1.00) per hour. Such assignments shall be offered to employees according to the following priorities:

- A. Firefighter/Driver to Lieutenant: The highest ranking person currently on the Lieutenant promotional list assigned to effected station (If there is more than 1 person on duty on the list at each station, there will not be a need to trade stations). Once a promotional list has expired, we shall continue to follow the list for the sole purpose of acting up until a valid list is established. If nobody from the list is assigned to duty then those certified as Fire Officer I with 5 years of Oak Forest Fire Department seniority. If there is not a Fire Officer I, then the most senior firefighter

19.10 Drivers Position

Each regular Driver on shift (6 total) shall be a paid position that does not hold rank. Its responsibility is to be the driver of the fire apparatus/ambulance. The Lt shall retain the right to assign the driver of the ambulance to paperwork for no more than 12 hours during one 24 hour shift.

1. The senior FF at each station will be the driver of the shift. If he is off, then the next senior person at that assigned station will drive, regardless if it is their regular shift or not. The only time movement of personnel will be necessary is when there is no driver available at that assigned station (i.e. only probationary Firefighters on duty at the station). A Chief Officer may veto any driver so long as there is just cause for doing so.
2. The Fire Chief may veto any driver so long as there is just cause for doing so.
3. In order to be eligible for the position of Driver, each applicant shall have a minimum of 3 years of full time service with the Oak Forest Fire Department, a Class B non CDL driver's license, and FAE.
4. There shall be no uniform change for this position.
5. The position is reviewed on a yearly basis and may be changed for just cause
6. There shall be an hourly Driver's incentive of fifty cents (.50) per hour. In the event the person appointed to the Drivers position is off, the acting driver shall receive the incentive.

ARTICLE 20

PROFESSIONAL ALLOWANCE/UNIFORMS/PROTECTIVE CLOTHING

20.1 General

Each employee shall be entitled to an annual professional allowance of one thousand two hundred dollars (\$1200). The employee shall be allowed to spend his entire allowance on college/further education or spend up to half of the allowance for an annual clothing allowance as set forth in Section 20.3 of this Agreement.

20.2 New Employees

The following clothing shall be supplied at no expense to all new employees of the Oak Forest Fire Department:

1. Three (3) pair uniform pants
2. Two (2) long sleeve shirts (Class B)
3. Two (2) short sleeve shirts (Class B)
4. Two (2) short sleeve polos
5. Two (2) long sleeve t-shirts
6. Two (2) T shirts
7. One (1) Job shirt
8. One (1) Multi-Season Jacket
9. One (1) Pair Uniform approved footwear
10. One (1) Uniform Belt
11. One (1) Baseball Hat
12. All badges, nameplates, and insignias

New employees will be issued one (1) Class A uniform ensemble upon successful completion of the probationary period

Each new employee will also be issued a complete new turnout ensemble as listed in 20.8.

20.3 Annual Clothing Allowance

Each employee shall be entitled to an annual clothing allowance of up to half (1/2) of the Professional Allowance. The employees shall be entitled to order the items listed below and have the amount deducted from the annual allowance. The City shall attempt to get the lowest prices by competitive bidding. The items are as follows:

1. Uniform pants
2. uniform shorts
3. Short Sleeve shirt with patch (Class B)
4. Long sleeve shirt with patch (Class B)
5. Multi-Season Jacket
6. Polo-Shirt
7. T-shirt with insignia
8. Footwear
9. Black uniform belt
10. Uniform job shirt
11. Hats (1 summer, 1 winter)
12. Flashlight and batteries (once a year)

13. Class A uniform ensemble
14. Other departmental approved items with prior approval from the Fire Chief

Any repairs or alterations to uniforms shall be paid for by the City and deducted from the clothing allowance.

Bargaining unit employees may use clothing allowance to upgrade turn out gear and fire fighting footwear as approved by the Fire Chief.

Approved uniform pants, long and short sleeve shirts shall meet or exceed the current NFPA Station Wear Standard.

20.4 Pro-rate Annual Clothing Allowance

Upon completion of probation, all employees shall receive a uniform credit in an amount equal to the proportionate share of months left until the next allowance, divided by twelve and multiplied by the yearly uniform allowance.

20.5 Official Uniform

Class A uniform (dress uniform) shall be worn for all formal functions

Class B uniforms (Public appearance uniform) consisting of a button down shirt (with appropriate hardware) or Department polo shall be worn for scheduled public appearances, public education, station tours, (scheduled in advance which commence prior to 1500 hours) , block parties, meetings, etc. For employees on duty then the polo shirt is acceptable. For employees coming back for public appearance off duty, button down shirt shall be worn

Class C uniform (daily duty wear) shall be worn when on duty for EMS calls. This consists of Department polo, Job shirt, pants or shorts. Shorts may be worn June through August or at any time or any other time the temperature has a projected heat index of 75 degrees.

Class D uniform (t-shirt) may be worn when on duty after 1500 hours or anytime under gear.

20.6 Uniform Changes

The cost of any uniform changes (style, type, color, etc.) required by the City shall be paid by the City, not from the employee's clothing allowance.

20.7 Damaged Civilian Clothes

The City agrees to replace any civilian clothing that is damaged in the course of service to the City.

20.8 Protective Clothing and Equipment

The City will provide and maintain the following standard department issue protective clothing that meet or exceed the current NFPA standards, and the Federal OSHA Fire Brigade Standard 29, Regulation 1910.156 Subject L.

1. Helmet with face shield
2. Bunker Coat
3. SCBA Face Mask, with microphone amplifier and heads up display
4. Leather Bunker Boots
5. Bunker Pants
6. Suspenders
7. Two (2) pairs gloves (one (1) firefighting, one (1) leather work)
8. NOMEX Hood

9. Truckman's Belt (Employee option)
10. Flashlight and batteries
11. Portable radio and charger

20.9 Returned Equipment Upon Separation

All equipment issued by the department to an employee shall be returned to the department upon separation or replacement. All items must be inventoried and documented in writing. Employees shall be responsible for items damaged beyond normal wear during the performance of ones duties. Employees may keep their firefighting helmet at their option.

ARTICLE 21

MISCELLANEOUS PROVISIONS

21.1 Amendment

This Agreement may be amended or modified during its term only with mutual written consent of both parties.

21.2 Pensions

For the term of this Agreement the employer agrees to maintain its obligations to the Firefighters' Pension Fund as required by 40 ILCS 5/4-101, et seq. The City further agrees to fund the Pension Fund annually at the level as recommended by the Illinois Department of Insurance.

Bargaining unit members who serve on the Oak Forest pension board shall be granted leave with pay to attend pension related seminars approved by the pension board.

21.3 Residency

- A. All employees will have the unrestricted ability to establish residency either within or outside the corporate limits of the City of Oak Forest.
- B. The establishment of residency within the City of Oak Forest shall not be a condition of employment or a condition for promotion within the City of Oak Forest Fire Department.

21.4 Post-Employment Health Care Fund (PEHCF)

The PEHCF health savings account shall be the Group Benefits Association's VEBA plan recommended by Illinois Public Pension Fund Association (IPPPFA) or another plan as may be endorsed by the Local. Following the Local's adoption of the plan document, the City shall endorse and implement the plan.

Funding of this plan shall be through the following 2 ways; through accumulated sick time as referenced in Section 4.1A, and 1% of the employee's gross earnings of their bi-weekly paycheck.

Retired employees shall utilize the PEHCF to provide payment for eligible medical related expenses on a tax free basis. Contributions to the plan and utilization of funds shall be in accordance with the approved plan document and all applicable IRS regulations.

21.5 457 Deferred Compensation Program

The City shall maintain a 457 deferred compensation plan pursuant to which participating bargaining unit employees are eligible to receive a 50% City match of deferred compensation contributions, subject to a maximum annual City contribution of five hundred dollars (\$500).

21.6 Paramedic Continuation

An employee who has completed twenty-five (25) years of service with the Oak Forest Fire Department may request to drop paramedic status to EMT-B. Consideration to drop certifications shall be at the chief's discretion and based on the needs of the department. All personnel shall maintain a minimum of EMT-B. Personnel that qualify and are approved to drop paramedic status shall maintain applicable paramedic stipends as part of their salary.

ARTICLE 22 RATIFICATION

- A. If the parties reach a complete agreement as to the items for negotiation at the end of the negotiation period, the following procedure shall apply:
 - 1) The Agreement will first be presented to the Local membership with the Local's Executive Board's recommendation for ratification.
 - 2) Within twenty one (21) days after ratification by the Local membership, the Agreement shall be submitted to the City's legislative body, with the Mayor's and the Fire Chief's recommendation for ratification. The City and the Local shall cooperate to secure this legislative approval.
 - 3) In the event the City's legislative body should reject the recommended Agreement, the parties shall meet again within seven (7) days of the legislative vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke their respective rights as provided under the Illinois Labor Relations Act.
- B. The City agrees to enact no ordinance, executive order, or rules or regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this agreement.

ARTICLE 23 ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements except as indicated in Article 13 herein, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The City and the Local, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any

APPENDIX I

FIRE DEPARTMENT OCCUPATIONAL SAFETY & HEALTH

POLICY #90-008

1. It is the policy of the Fire Department to provide and operate with the highest possible levels of safety and health for all members. The prevention and reduction of accidents, injuries and occupational illnesses are the goals of the Fire Department and shall be its primary consideration at all times. This concern for safety and health applies to all members of the Fire Department and to any other persons who may be involved in Fire Department activities.
2. The Fire Chief shall appoint a designated Fire Department Safety Officer.
 - 2.1. The Fire Department Safety Officer shall be responsible for the management of the Occupational Safety and Health Program.
 - 2.2. An Occupational Safety and Health (O.S. & H.) Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall may include representatives from management, member organizations (Local), and part-time firefighters. Members shall be appointed by the Chief, member organization representatives shall be elected by their membership.
 - 2.3. The purpose of this Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to O.S. & H. within the Fire Department.
 - 2.4. The Committee shall hold regularly scheduled monthly meetings or whenever necessary. Written minutes of each meeting shall be retained, shall be made available to all members, and shall be issued to the City Administrator.

APPROVED: 6/11/90
BY: David W. Waite, Fire Chief

REVIEWED: 1/11/05
BY: Lindsay M. Laycoax, Fire Chief

NCP

APPENDIX II
FIRE DEPARTMENT PROMOTION ACT
(50 ILCS 742)

APPENDIX III

SALARIES

Hire date before May 1, 2013

	May 1, 2016	May 01, 2017	May 1, 2018	May 1, 2019
Probationary	\$38,090	\$39,042	\$40,018	\$41,019
Step 1 Fire Fighter	\$71,709	\$73,502	\$75,339	\$77,223
Step 2 Fire Fighter	\$74,835	\$76,706	\$78,624	\$80,589
Step 3 Fire Fighter	\$77,959	\$79,908	\$81,906	\$83,954
Step 4 Fire Fighter	\$81,086	\$83,113	\$85,191	\$87,320
Step 5 Fire Fighter	\$84,212	\$86,317	\$88,475	\$90,687
Engineer	\$88,732	\$90,951	\$93,224	\$95,555
Lieutenant	\$93,253	\$95,585	\$97,974	\$100,424

Hire date after May 1, 2013

	May 1, 2016	May 01, 2017	May 1, 2018	May 1, 2019
Probationary	\$38,090	\$39,042	\$40,018	\$41,019
Step 1 Fire Fighter	\$54,900	\$56,273	\$57,679	\$59,121
Step 2 Fire Fighter	\$71,709	\$73,502	\$75,339	\$77,223
Step 3 Fire Fighter	\$74,835	\$76,706	\$78,624	\$80,589
Step 4 Fire Fighter	\$77,959	\$79,908	\$81,906	\$83,954
Step 5 Fire Fighter	\$81,086	\$83,113	\$85,191	\$87,320
Step 6 Fire Fighter	\$84,212	\$86,317	\$88,475	\$90,687
Engineer	\$88,732	\$90,951	\$93,224	\$95,555
Lieutenant	\$93,253	\$95,585	\$97,974	\$100,424



ALL GOOD THINGS CLOSE TO HOME

City Council Agenda Memo

DATE: June 9, 2016

TO: Mayor Kuspa and the City Council

FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Ordinance 2016-06-0602O approving the special permit for the Golfview Shopping Center Signage.

BACKGROUND

The Golfview Shopping Center owners have been making continual improvements to their property. Along with that theme, the owners are requesting additional signage to accommodate their existing tenants and possibly new tenants. The electronic message center (EMC) will allow Golfview Shopping Center tenants to communicate clear messages to the public. The sign will be located in the same location as the existing shopping center signage is located.

The Planning and Zoning Commission held a public hearing and reviewed the proposed signage in May providing design and requests to the applicant along with conditions. Those conditions include installing a planter bed at least 24 inches high around the sign base, obsolete tenant signage to be removed within three months, all non-functioning lighting for signage needs to be replaced within three months and 24 months to provide a sign plan for the shopping center. The special permit was recommended for approval on May 18, 2016.

PLANNING AND ZONING RECOMMENDATION

The Planning and Zoning Commission recommended approval of the proposed special permit with conditions on May 18, 2016.

ACTION REQUESTED

Council approval of Ordinance 2016-06-0602O approving the Golfview Shopping Center Signage Special Permit.



ALL GOOD THINGS CLOSE TO HOME

City Council Agenda Memo

Before



After



CITY OF OAK FOREST

ORDINANCE NO. 2016-06-06020

**AN ORDINANCE GRANTING A SPECIAL PERMIT ALLOWING THE CONSTRUCTION OF
AN ELECTRONIC MESSAGE CENTER SIGNAGE AT 6040-6080 WEST 159TH STREET,
GOLFVIEW SHOPPING CENTER**

(GOLFVIEW SHOPPING CENTER- PZC CASE 16-007)

Passed by the City Council, June _____, 2016

Published in pamphlet form by authority of the City Council
of the City of Oak Forest, Cook County, Illinois,
this _____ day of June, 2016.

**CITY OF OAK FOREST
COOK COUNTY, ILLINOIS**

I hereby certify that this document
was properly published on the date
stated above.

City Clerk

ORDINANCE NO. 2016-06-06020

BE IT ORDAINED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, THAT:

AN ORDINANCE GRANTING A SPECIAL PERMIT ALLOWING THE CONSTRUCTION OF ELECTRONIC MESSAGE CENTER SIGNAGE AT 6040-6080 W. 159th ST. GOLFVIEW SHOPPING CENTER

(GOLFVIEW SHOPPING CENTER – PZC CASE 16-007

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Kamal Kishore ("**Petitioner**") is the legal representative of 6040-6080 W. 159th ST., which property is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"). The Petitioner desires to construct an electronic message center on existing signage.

Section 2. PUBLIC HEARING.

A public hearing was advertised in the *Southtown Star* on May 3, 2016, signage was placed on the subject property, all property Petitioners were notified within 250 feet of the property by certified mail and convened by the PZC on May 18, 2016 where a public hearing was held and the PZC recommended approval of the special permit.

Section 3. SPECIAL USE PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, a special permit to allow for the proposed signage and location is hereby granted to the Petitioner in accordance with and pursuant to Chapter 9-106 of the Zoning Ordinance and the home rule powers of the City of Oak Forest.

Section 4. CONDITIONS.

The special permit granted in Section 3 of this Ordinance has the following conditions.

1. Six months to construct a planter box around the sign with a 24 inch minimum height.
2. Obsolete tenant signage needs to be removed within three months.
3. Non-functioning lighting needs to be replaced within three months.
4. Owner needs to provide a sign plan within 24 months.

Section 5. FAILURE TO COMPLY WITH CONDITION.

Upon failure or refusal of the Petitioner to comply with the conditions, restrictions, or provisions of this Ordinance, the special use permit granted in Section 3 of this Ordinance will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the special use permit

or the variation unless it will first provide the Petitioner with two months advance written notice of the reasons for revocation and opportunity to be heard at a regular meeting of the City Council. In the event of such revocation, the City Administrator and City Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioners required by this Section is given.

Section 6. EFFECTIVE DATE.

A. This Ordinance will be effective upon the occurrence of the following events:

- i. passage by a majority vote of the City Council in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;
- iii. the filing by the Petitioner with the City Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of **Exhibit B**, attached to and, by this reference, made a part of this Ordinance; and
- iv. the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate for recordation in the Office of the Cook County Recorder. The Petitioner will bear the full cost of such recordation.

B. In the event the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Subsection 6.A.iii of this Ordinance within 90 days of the date of passage of this Ordinance by the Corporate Authorities, the Corporate Authorities will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

ORDINANCE NO. 2016-06-06020

ADOPTED

This _____ Day of June, 2016

APPROVED By Me

This _____ Day of June, 2016

HENRY L. KUSPA, MAYOR

ATTEST:

SCOTT BURKHARDT, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Laura Clemons First Ward				
Richard D. Simon Second Ward				
Diane Wolf Third Ward				
Larry Schoenfeld Fourth Ward				
James Emmett Fifth Ward				
James Hortsman Sixth Ward				
Denise Danihel Seventh Ward				
Henry L. Kuspa Mayor				

EXHIBIT A
Property Legal Description

LOT 2 GOLFVIEW SUBDIVISION BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT THEREOF RECORDED APRIL 12, 1990, AS DOCUMENT 90166488. IN COOK COUNTY, ILLINOIS.

Commonly known as 6040-6080 W. 159th Street, Oak Forest, Illinois, GOLVIEW SHOPPING CENTER, Petitioner.

EXHIBIT B
Unconditional Agreement and Consent

TO: The City of Oak Forest, Illinois ("**City**")

WHEREAS, Kamal Kishore ("**Petitioner**") is the legal representative of that certain property commonly known as 6040-6080 W. 159th Street, Oak Forest, Illinois ("**Property**"); and

WHEREAS, the Petitioner has sought approval of a Special Permit to construct an electronic message center signage at 6040-6080 W. 159th Street, GOLVIEW SHOPPING CENTER.

WHEREAS, Ordinance No. 2016-06-0602O adopted by the Mayor and City Council on June 14, 2016 grants approval, subject to certain conditions ("**Ordinance**"); and

WHEREAS, the Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance.

NOW THEREFORE, the Petitioner does hereby agree and covenant as follows:

1. the Petitioner shall and does hereby unconditionally agree to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Ordinance;
2. the Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner against any damage or injury of any kind and at any time;
3. the Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by Section 5 of the Ordinance is given;
4. the Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance of the Petitioner of its obligations under this Unconditional Agreement and Consent;

5. the Petitioner shall, and does hereby, agree to pay all expenses incurred by the City in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employee of the City.

ATTEST:

GOLFVIEW SHOPPING CENTER OR
AUTHORIZED REPRESENTATIVE

By: _____

By: _____

By: _____

SUBSCRIBED and SWORN to
Before me this _____ day of
_____, 2016

Notary Public

<seal>



City Council Agenda Memo

DATE: June 9, 2016

TO: Mayor and City Council

FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Approval of RESOLUTION 2016-06-0289R; requesting a property improvement grant for new signage at 14930 S. Cicero Ave., Pacor Mortgage.

BACKGROUND

Pacor Mortgage has applied for a property improvement grant to construct a new sign at 14930 S. Cicero Ave. as part of their new relocation of corporate offices to the City of Oak Forest. Pacor will be relocating all their offices to the subject property this year and bringing 40-50 jobs by doing so. The subject property currently does not have a monument sign and by adding this sign it will provide a permanent property and streetscape improvement.

Three bids were acquired and the lowest bidder was Sign Outlet.

The total project budget for the Pacor signage is proposed at \$51,076.00. With the 33% reimbursement, the total grant award would be the maximum allowable at \$16,855.08.

The Planning and Zoning Commission approved the design review of the proposed signage on March 2, 2016.

ACTION REQUESTED

Approval of a property improvement grant request for new signage at 14930 S. Cicero Avenue, Pacor Mortgage.

RECOMMENDATION

The Economic Advisory Council recommended approval of the subject grant request on 3/2/16.

RESOLUTION NO. 2016-06-0289R

BE IT RESOLVED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, THAT:

**A RESOLUTION APPROVING A PROPERTY
IMPROVEMENT GRANT AGREEMENT WITH PACOR MORTGAGE**

(14930 S. CICERO AVE. – PACOR MORTGAGE)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

PACOR MORTGAGE ("**Owner**") is constructing a sign and property improvement at 14930 S. CICERO AVE. ("**Property**"), known as PACOR MORTGAGE. The Owner has provided three bids with the application. Choosing each low bid, the Owner has submitted a project budget for \$51,076.00 with an assistance request for \$16,855.08.

Section 2. PUBLIC MEETING.

The Economic Advisory Council ("**EAC**") held a public meeting on March 2, 2016 and recommended approval of the requested grant.

Section 3. APPROVAL; AUTHORIZATION.

A. The Façade Improvements Grant Agreement by and between the City and owner shall be, and is hereby, approved in substantially the form presented to the City Council and pursuant to the home rule powers of the City of Oak Forest.

B. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Façade Improvements Grant Agreement.

C. The EAC shall approve all final cost estimates for the proposed improvements before façade assistance is provided.

Section 4. RECORDATION.

The City Clerk is hereby directed to record the Façade Improvements Grant Agreement in the Office of the Cook County Recorder of Deeds. The Owner shall bear the full cost for such recordation.

ADOPTED

This _____ Day of June, 2016

APPROVED By Me

This _____ Day of June, 2016

Henry L. Kuspa, Mayor

ATTEST:

Scott Burkhardt, Clerk

Aldermen	Aye	Nay	Abstain	Absent
Laura Clemons First Ward				
Richard D. Simon Second Ward				
Diane Wolf Third Ward				
Larry Schoenfeld Fourth Ward				
James Emmett Fifth Ward				
James Hortsman Sixth Ward				
Denise Danihel Seventh Ward				
Henry L. Kuspa Mayor				

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Adam E. Dotson
Community Development Director
15440 S. Central Avenue
City of Oak Forest
Oak Forest, IL 60452

This Space for Recorder's Use Only

2016-06-0289R
SIGN AMORTIZATION IMPROVEMENTS GRANT AGREEMENT

THIS SIGN AMORTIZATION IMPROVEMENTS GRANT AGREEMENT is made and entered into as of the 14th day of June, 2016, and is by and between the **CITY OF OAK FOREST**, an Illinois home rule municipal corporation ("**City**") and Pacor Mortgage, ("**Property Owner**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Chapter 2.72 of the Oak Forest Municipal Code, the City's Economic Advisory Commission ("**EAC**") is authorized to, among other things, recommend the payment of grants to business property owners for improvements to their signage improvement and investment to the property ("**Façade Program**").

B. The Owner is the legal title owner of the property commonly known as 14930 S. Cicero Ave., Oak Forest, Illinois ("**Property**"), and legally described in **Exhibit A** to this Agreement, and has applied for a Façade Program grant and requested approval of certain improvements for the existing building on the Property.

C. The EAC shall approve all final cost estimates of the proposed improvements prior to any façade assistance being granted.

D. The City desires to provide a grant to the Owner for certain costs related to the Improvements pursuant to the Façade Program and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and pursuant to the City's home rule powers, the parties do hereby agree as follows:

1. RECITALS.

The foregoing recitals are incorporated into, and made a part of, this Agreement as substantive provisions thereof.

2. FAÇADE IMPROVEMENT GRANT.

Pursuant to the Façade Program and subject to the conditions in this Agreement, the City agrees to provide to the Owner a grant for a portion of the costs of the Façade Improvements ("***Façade Improvement Grant***") in the not to exceed amount of \$20,000. The total Façade Improvement Grant is equivalent to 33% of the total estimated costs of the improvements depicted on the Façade Plans by the Owner to the City.

3. ELIGIBLE "NOT TO EXCEED" COSTS.

The following façade improvements shall be considered Eligible Costs for payment by the Façade Improvement Grant:

ITEMIZED FAÇADE IMPROVEMENTS	CITY'S NOT TO EXCEED SHARE
Sign \$35,590.00	\$11,744.70
Masonry \$8,900.00	\$2,937
Lighting \$6,586.00	\$2,173.38
TOTAL \$51,076.00	\$16,855.08

4. CITY PAYMENT OF ELIGIBLE COSTS; CITY LIEN RIGHTS.

A. Reimbursement. Any release of funds from the Façade Improvement Grant for Eligible Costs shall be in the form of a reimbursement for such costs already incurred by the Owner.

B. Approval of Payment. Prior to receiving approval for reimbursements related to the Eligible Costs, the Owner shall:

- i. Submit to an inspection by appropriate City staff for all Eligible Costs, insuring that the Eligible Costs have been completed in strict accordance with this

Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations.

ii. Provide to the City Community Development proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers.

C. Payment. The City shall release funds from the Façade Improvement Grant to the Owner for Eligible Costs only after (i) the Owner has satisfied the conditions of B.i and B.ii above and (ii) the Community Development Director has determined that there are no pending violations of this Agreement and all applicable City codes, ordinances, rules, and regulations at the time such release is approved.

D. City Lien Rights. If, for any reason, the Owner fails to complete the Eligible Cost items, or otherwise abandons the Property prior to completion of the Eligible Cost items, the City shall have a lien against the Property in its favor in the amount of the Façade Improvement Grant so released to the Owner. The City may enforce such lien in foreclosure proceedings as permitted by law.

5. PERFORMANCE OF ELIGIBLE COST ITEMS.

A. Compliance with Approved Plans. The Owner agrees that any items approved by the City as Eligible Costs under Section 4 of this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations.

B. Applicable Standards. The Owner will perform the following obligations in connection with the Eligible Cost items:

i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;

ii. Take all reasonable action to assure completion of the approved Eligible Cost items within a reasonable time period and within the term of this Agreement;

iii. Allow inspection of the work constituting the approved Eligible Cost items by authorized employees and agents of the City to assure compliance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations;

iv. Maintain and allow access to the financial records that pertain to the approved Eligible Costs items by authorized employees and agents of the City and any other agency involved with administration of the Façade Improvement Grant; and

v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three years following completion of the Eligible Cost items or such longer time as applicable regulations of the Façade Improvement Grant may require.

6. MAINTENANCE OF ELIGIBLE COST ITEMS.

The Owner agrees to maintain in good condition, and not to change in any manner whatsoever, without first obtaining the express prior written consent of the Community Development Director, the Eligible Cost items for which funds from the Façade Improvement Grant were used for a period of at least 10 years from the completion of those items, pursuant to the Restrictive Covenant for Maintenance of Façade Improvements, attached as **Exhibit D**.

7. RECAPTURE.

The Owner agrees that if [s]he shall sell, transfer, or convey the Property within five years after the date upon which any funds have been released from the Façade Improvement Grant, the Owner, or his [her] successor, shall reimburse the City for the funds then released, to such date of sale, transfer or conveyance, from the Façade Improvement Grant in accordance with the following sliding scale:

YEAR OF SALE	PERCENTAGE OF CITY GRANT THEN RELEASE TO REIMBURSE
Up to One Year	100%
Up to Two Years	80%
Up to Three Years	60%
Up to Four Years	40%
Up to Five Years	20%

8. TERM.

This Agreement shall have a term of 10 years from the date first written above.

9. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Cook County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. The Owner agrees to pay all fees and costs incurred by the City in the preparation and recordation of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the parties hereto without prior written consent of the parties.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

E. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the City

at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

F. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

G. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights of any other rights.

H. Payment of City Costs. The Owner shall pay to the City, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Agreement. If the amount so charged is not paid within 30 days following such written demand by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien in foreclosure proceedings as permitted by law.

I. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Pacor Mortgage
14930 S. Cicero Ave.
Oak Forest, IL 60452

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452
ATTN: Community Development Director

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

M. **Exhibit.** *Exhibits A through D*, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

N. **Authority to Execute.**

1. **The City.** The City hereby represents the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **The Owner.** The Owner hereby represents to the City that it is the legal title owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ATTEST:

CITY OF OAK FOREST, an Illinois
home rule municipal corporation

By: _____
City Clerk

By: _____
Mayor

ATTEST:

By: _____

Pacor Mortgage

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** _____ **AND** _____, the _____ and _____ respectively of **PACOR MORTGAGE**, an Illinois Limited Liability Corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** _____ and _____, the Mayor and City Clerk respectively of the **CITY OF OAK FOREST**, an Illinois home rule municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

EXHIBIT A
Property Legal Description

THE EAST 10 FEET OF THE SOUTH $\frac{1}{2}$ OF LOT 3, AND THE EAST 10 FEET OF THE NORTH $\frac{1}{2}$ OF LOT 4 AND THE EAST 10 FEET OF THE NORTH $\frac{1}{2}$ OF TRACT OF LAND KNOWN AS THE SOUTH $\frac{1}{2}$ OF LOT 4 AND ALL OF LOT 5 IN BLOCK 24 IN ARTHUR T. MC INTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 9, AND THE WEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND THE WEST $\frac{33}{80}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAN IN COOK COUNTY, ILLINOIS.

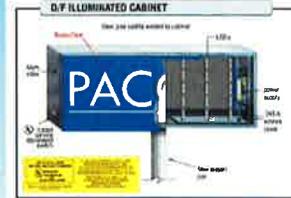
PIN 28-09-404-017, 018 & 019

COMMONLY KNOWN AS, 14930 S. Cicero Avenue, Oak Forest, IL 60452

EXHIBIT B
Façade Improvement Cost Estimates

EXHIBIT C
Façade Photographs

14930 CICERO AVE OAK FOREST



D/F ILLUMINATED MAIN ID
 QTY (1) 80" X 07" X 24" DOUBLE SIDED MONUMENT
 BRICK BASE 85" X 130" X 24"
 - U.L. LISTED
 - WHITE LED HEADER ILLUMINATION
 - DANTRONICS 16.85MM RGB FULL COLOR LED - RADIO
 - BRICK BUILT BASE
 - SAFETY SWITCH

Sign Outlet.

phone 708.824.2222 fax 708.824.0894
 5516 Cal Sag Rd Alsip IL 60803
 www.signoutletusa.com

3M Scotchprint
 Graphics

ISA
 INTERNATIONAL
 SIGN
 ASSOCIATION

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Company Name	
Date	03.07.16
Phone	
Authorized	

EXHIBIT D
Restrictive Covenant for Maintenance of Façade Improvements

THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Adam E. Dotson
Community Development Director
City of Oak Forest
15440 S. Central Avenue
Oak Forest, IL 60452

**RESTRICTIVE COVENANT FOR
MAINTENANCE OF FAÇADE IMPROVEMENTS**

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 20__ by _____, the legal title owner of the property commonly known as _____, located in the City of Oak Forest (“**City**”), Cook County, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Restrictive Covenant (“**Property**”).

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the City.

Section 1. Background.

A. The Owner has applied for a grant from the City to construct certain façade improvements on the building on the Property (“**City Grant**”) and has agreed to the terms for the City Grant set forth in that certain Façade Improvement Grant Agreement recorded in the Office of the Cook County Recorder on _____, 20__, as Document No. _____ (“**Grant Agreement**”).

C. The Grant Agreement requires the Owner to execute and record a restrictive covenant binding the Owner to certain maintenance requirements for the façade improvements

D. The Owner has voluntarily submitted, and has agreed to execute, records and be bound by, this Restrictive Covenant.

Section 2. Owner’s Obligations.

A. The Owner shall, at his sole cost and expense, cause, and be responsible for, the continuous maintenance, in a first rate condition, of all the façade improvements installed on the building on the Property pursuant to the City Grant;

B. The Owner shall not submit a subsequent application for a façade improvement grant for the building on the Property;

C. The Owner shall not alter or tear down the façade improvements installed on the building on the Property;

D. The Owner shall, at its sole cost and expenses, repair any damage to any public right-of-way that may be caused by or in connection with the installation of the façade improvements; and

E. The Owner shall, at its sole cost and expense, install façade improvements on the building on the Property in accordance with the terms and conditions of the Grant Agreement, (“**Façade Photographs**”) attached as **Exhibit C** and, by this reference, made a part of this Restrictive Covenant. If, for any reason, the Owner fails to complete all of the work associated with the Grant Agreement, or otherwise abandons the Property prior to completion of work associated with the Grant Agreement, the City shall have a lien against the Property in its favor in the amount of the City Grant so released to the Owner. The City may enforce such lien as in foreclosure proceedings as permitted by law.

Section 3. General Provisions.

A. **Restrictive Covenant Running With the Property.** This Restrictive Covenant shall be recorded against, and shall run with, the Property and shall be binding upon and inure to the benefits of the Owner and their successors, assigns, agents, licensees, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

B. **Recordation.** This Restrictive Covenant shall be recorded with the Office of the Cook County Recorder, and all contracts and deeds of conveyance relating to the Property, and any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay all fees and costs incurred by the City in the preparation and recordation of this Restrictive Covenant.

C. **Term.** This Restrictive Covenant shall be enforceable for a term of ten (10) years from the date this Restrictive Covenant is recorded, unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration.

D. **Payment of City Costs.** The Owner shall pay to the City, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Restrictive Covenant; provided, however, that the Owner shall not be required to pay for any City costs associated with this Restrictive Covenant incurred prior to the date of its recordation in the Office of the Cook County Recorder. If the amount so charged is not paid within 30 days following such written demand by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

E. **Notice.** All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Pacor Mortgage
14930 S. Cicero Ave.
Oak Forest, IL 60452

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452

ATTN: Community Development Director

F. Rights Cumulative. Unless expressly provided to the contrary in this Restrictive Covenant, each and every one of the rights, remedies and benefits provided by this Restrictive Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

G. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Restrictive Covenant except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights or any other rights.

H. Governing Law. This Restrictive Covenant shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Severability. If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

J. Exhibit. Exhibits A and B attached hereto is, by this reference, incorporated in and made a part of this Restrictive Covenant.

K. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Restrictive Covenant shall be effective unless and until such change is reduced to writing and executed and properly approved by the corporate authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

L. Authority to Execute. The Owner hereby represents to the City that it is the record title owner of the Property legally described in Exhibit A and is therefore the only entity that may encumber the Property with this Restrictive Covenant and that the persons executing this Restrictive Covenant on its behalf have been properly authorized to do so.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF the Owner has caused this Restrictive Covenant to be executed on the date first above written.

ATTEST:

PACOR MORTGAGE

By: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COOK COUNTY) SS.

The foregoing instrument was acknowledged before me on _____, 2016, by **PACOR MORTGAGE** which individual is known to me to be the identical person who signed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

Signature of Notary

SEAL

My Commission expires: _____



City Council Agenda Memo

DATE: June 9, 2016
TO: Mayor and City Council
FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Approval of RESOLUTION 2016-06-0290R; requesting a property improvement grant for newly paved parking lot at 5600 W. 147th Street, Rizzo's Service.

BACKGROUND

Rizzo's Service has applied for a property improvement grant to construct a newly paved parking lot at 5600 W. 147th Street as part of their requirement to have the gravel lot paved in compliance with the City ordinances. This property had an environmental clean-up and the paved areas were not replaced at the time. This improvement will continue to assist this intersection that is in need of major aesthetic improvements.

Three bids were acquired and the lowest bidder was IESCO.

The total project budget for the Rizzo's newly paved parking lot is proposed at \$17,000.00. With the 33% reimbursement, the total grant award would be the maximum allowable at \$5,666.66.

ACTION REQUESTED

Approval of a property improvement grant request for new signage at 5600 W. 147th Street, Rizzo's Service.

RECOMMENDATION

The Economic Advisory Council recommended approval of the subject grant request on 6/1/16.

City Council Agenda Memo

By signing the Customer Acceptance on this print, I understand that I am accepting all aspects of this drawing. This includes artwork, specifications, dimensions, spacing, and all other representations herein. I also understand that these modifications are on this print are non-binding, and they are final manufacturer's terms and conditions.

CUSTOMER ACCEPTANCE SIGNATURE: _____ DATE: _____

DESIGNER'S ACCEPTANCE SIGNATURE: _____ DATE: _____

TYPE: SALES/INITIALS: _____ DATE: _____

Landmark Sign group

7424 INDUSTRIAL AVENUE
CHESTERTON, IN 46304
PHONE 318.762.8577
FAX 318.762.4239

PRINT #
RB-21945-2E

RANDY BENNETT
LIC SALES REPRESENTATIVE

07/09/15

BLARNEY STONE PUB

CUSTOMER NAME
15400 S. CICERO
DAK FOREST, IL

JOB LOCATION

A 3/8" = 1'-0"

DRAWN BY: _____ SCALE

REVISION: 1.

DESIGNED

110 Volts
Electrical Connection will be
Voltage Tester 120V AC 15 Amps or
Equivalent. Second Trip will be Changed
at Time of Material.

THIS DRAWING IS THE PROPERTY OF
LANDMARK SIGN GROUP, INC.
IT IS TO BE USED ONLY FOR THE PROJECT
AND SITE SPECIFICALLY IDENTIFIED
HEREIN. THE COMPANY ACCEPTS NO
LIABILITY FOR REUSE OF THIS DRAWING
FOR ANY OTHER PROJECT.
© 2015 LANDMARK SIGN GROUP, INC.



- ▶ REMOVE EXISTING DOUBLE FACE SIGN AND POLE
 - ▶ FABRICATE ONE DOUBLE FACE SIGN INTERNALLY ILLUMINATED WITH WHITE LED LIGHTING/ROUTED ALUCOBOND FACES WITH APPLIED TRANSLUCENT VINYL/120 VOLT FULL COLOR ENGLISH INSTALL ON NEW 1" POLE
 - ▶ FABRICATED STONE POLE COVER WITH 4" ALUMINUM CAP (BY OTHERS)
 - ▶ INSTALL (2) NEW 4" DIAMETER PARKING BOLLARDS WITH PLASTIC SLEEVE COVERS
- ◎ SIGN CASE RETAINERS - R447 #1-A-X
COPY & ACCENT LINES - CLEAR PLEX WITH 3/32" OR 1/8" GUT - BUDGET BRAND VINYL 3635 44 ORANGE TRUCK VINYL
LOGO LEAVES - CLEAR PLEX WITH 3630 149 (BOTTLE BRUSH TRANS VINYL)
B & EST. - CLEAR PLEX WITH 3630 44 ORANGE TRANSPARENT
POLE COVER CAP - MAT BRUSHED ALUMINUM



EXISTING - N.T.S.



PROPOSED - N.T.S.

RESOLUTION NO. 2016-06-0290R

BE IT RESOLVED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, THAT:

**A RESOLUTION APPROVING A PROPERTY
IMPROVEMENT GRANT AGREEMENT WITH RIZZO'S SERVICE**

(5600 W. 147th STREET. – RIZZO'S SERVICE)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

RIZZO'S SERVICE ("**Owner**") is constructing a newly paved parking lot at 5600 W. 147th STREET. ("**Property**"), known as RIZZO'S SERVICE. The Owner has provided three bids with the application. Choosing each low bid, the Owner has submitted a project budget for \$17,000.00 with an assistance request for \$5,666.66.

Section 2. PUBLIC MEETING.

The Economic Advisory Council ("**EAC**") held a public meeting on June 1, 2016 and recommended approval of the requested grant.

Section 3. APPROVAL; AUTHORIZATION.

A. The Façade Improvements Grant Agreement by and between the City and owner shall be, and is hereby, approved in substantially the form presented to the City Council and pursuant to the home rule powers of the City of Oak Forest.

B. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Façade Improvements Grant Agreement.

C. The EAC shall approve all final cost estimates for the proposed improvements before façade assistance is provided.

Section 4. RECORDATION.

The City Clerk is hereby directed to record the Façade Improvements Grant Agreement in the Office of the Cook County Recorder of Deeds. The Owner shall bear the full cost for such recordation.

ADOPTED

This _____ Day of June, 2016

APPROVED By Me

This _____ Day of June, 2016

Henry L. Kuspa, Mayor

ATTEST:

Scott Burkhardt, Clerk

Aldermen	Aye	Nay	Abstain	Absent
Laura Clemons First Ward				
Richard D. Simon Second Ward				
Diane Wolf Third Ward				
Larry Schoenfeld Fourth Ward				
James Emmett Fifth Ward				
James Hortsman Sixth Ward				
Denise Danihel Seventh Ward				
Henry L. Kuspa Mayor				

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Adam E. Dotson
Community Development Director
15440 S. Central Avenue
City of Oak Forest
Oak Forest, IL 60452

This Space for Recorder's Use Only

2016-06-0290R
SIGN AMORTIZATION IMPROVEMENTS GRANT AGREEMENT

THIS SIGN AMORTIZATION IMPROVEMENTS GRANT AGREEMENT is made and entered into as of the 14th day of June, 2016, and is by and between the **CITY OF OAK FOREST**, an Illinois home rule municipal corporation ("**City**") and Rizzo's Service, ("**Property Owner**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Chapter 2.72 of the Oak Forest Municipal Code, the City's Economic Advisory Commission ("**EAC**") is authorized to, among other things, recommend the payment of grants to business property owners for improvements to their parking lot area and investment to the property ("**Façade Program**").

B. The Owner is the legal title owner of the property commonly known as 5600 W. 147th Street, Oak Forest, Illinois ("**Property**"), and legally described in **Exhibit A** to this Agreement, and has applied for a Façade Program grant and requested approval of certain improvements on the Property.

C. The EAC shall approve all final cost estimates of the proposed improvements prior to any façade assistance being granted.

D. The City desires to provide a grant to the Owner for certain costs related to the Improvements pursuant to the Façade Program and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and pursuant to the City's home rule powers, the parties do hereby agree as follows:

1. RECITALS.

The foregoing recitals are incorporated into, and made a part of, this Agreement as substantive provisions thereof.

2. FAÇADE IMPROVEMENT GRANT.

Pursuant to the Façade Program and subject to the conditions in this Agreement, the City agrees to provide to the Owner a grant for a portion of the costs of the Façade Improvements ("***Façade Improvement Grant***") in the not to exceed amount of \$20,000. The total Façade Improvement Grant is equivalent to 33% of the total estimated costs of the improvements depicted on the Façade Plans by the Owner to the City.

3. ELIGIBLE "NOT TO EXCEED" COSTS.

The following façade improvements shall be considered Eligible Costs for payment by the Façade Improvement Grant:

ITEMIZED FAÇADE IMPROVEMENTS	CITY'S NOT TO EXCEED SHARE
Paving \$17,000.00	\$5,666.66
TOTAL \$17,000.00	\$5,666.66

4. CITY PAYMENT OF ELIGIBLE COSTS; CITY LIEN RIGHTS.

A. Reimbursement. Any release of funds from the Façade Improvement Grant for Eligible Costs shall be in the form of a reimbursement for such costs already incurred by the Owner.

B. Approval of Payment. Prior to receiving approval for reimbursements related to the Eligible Costs, the Owner shall:

i. Submit to an inspection by appropriate City staff for all Eligible Costs, insuring that the Eligible Costs have been completed in strict accordance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations.

ii. Provide to the City Community Development proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers.

C. Payment. The City shall release funds from the Façade Improvement Grant to the Owner for Eligible Costs only after (i) the Owner has satisfied the conditions of B.i and B.ii above and (ii) the Community Development Director has determined that there are no pending violations of this Agreement and all applicable City codes, ordinances, rules, and regulations at the time such release is approved.

D. City Lien Rights. If, for any reason, the Owner fails to complete the Eligible Cost items, or otherwise abandons the Property prior to completion of the Eligible Cost items, the City shall have a lien against the Property in its favor in the amount of the Façade Improvement Grant so released to the Owner. The City may enforce such lien in foreclosure proceedings as permitted by law.

5. PERFORMANCE OF ELIGIBLE COST ITEMS.

A. Compliance with Approved Plans. The Owner agrees that any items approved by the City as Eligible Costs under Section 4 of this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations.

B. Applicable Standards. The Owner will perform the following obligations in connection with the Eligible Cost items:

i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;

ii. Take all reasonable action to assure completion of the approved Eligible Cost items within a reasonable time period and within the term of this Agreement;

iii. Allow inspection of the work constituting the approved Eligible Cost items by authorized employees and agents of the City to assure compliance with this Agreement, the Façade Plans, and all applicable City codes, ordinances, rules, and regulations;

iv. Maintain and allow access to the financial records that pertain to the approved Eligible Costs items by authorized employees and agents of the City and any other agency involved with administration of the Façade Improvement Grant; and

v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three years following completion of the Eligible Cost items or such longer time as applicable regulations of the Façade Improvement Grant may require.

6. MAINTENANCE OF ELIGIBLE COST ITEMS.

The Owner agrees to maintain in good condition, and not to change in any manner whatsoever, without first obtaining the express prior written consent of the Community Development Director, the Eligible Cost items for which funds from the Façade Improvement

Grant were used for a period of at least 10 years from the completion of those items, pursuant to the Restrictive Covenant for Maintenance of Façade Improvements, attached as **Exhibit D**.

7. RECAPTURE.

The Owner agrees that if [s]he shall sell, transfer, or convey the Property within five years after the date upon which any funds have been released from the Façade Improvement Grant, the Owner, or his [her] successor, shall reimburse the City for the funds then released, to such date of sale, transfer or conveyance, from the Façade Improvement Grant in accordance with the following sliding scale:

YEAR OF SALE	PERCENTAGE OF CITY GRANT THEN RELEASE TO REIMBURSE
Up to One Year	100%
Up to Two Years	80%
Up to Three Years	60%
Up to Four Years	40%
Up to Five Years	20%

8. TERM.

This Agreement shall have a term of 10 years from the date first written above.

9. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Cook County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. The Owner agrees to pay all fees and costs incurred by the City in the preparation and recordation of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the parties hereto without prior written consent of the parties.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

E. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

F. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

G. **Non-Waiver.** The City shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights of any other rights.

H. **Payment of City Costs.** The Owner shall pay to the City, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Agreement. If the amount so charged is not paid within 30 days following such written demand by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien in foreclosure proceedings as permitted by law.

I. **Notice.** All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Rizzo's Service
5600 W. 147th Street
Oak Forest, IL 60452

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452
ATTN: Community Development Director

J. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every

provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

M. Exhibit. *Exhibits A through D*, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

N. Authority to Execute.

1. The City. The City hereby represents the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. The Owner. The Owner hereby represents to the City that it is the legal title owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ATTEST:

CITY OF OAK FOREST, an Illinois
home rule municipal corporation

By: _____
City Clerk

By: _____
Mayor

ATTEST:

By: _____

Rizzo's Service

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** _____ **AND** _____, the _____ and _____ respectively of **RIZZO'S SERVICE**, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** _____ and _____, the Mayor and City Clerk respectively of the **CITY OF OAK FOREST**, an Illinois home rule municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

EXHIBIT A
Property Legal Description

THE EAST 132 FEET OF THE WOUTH 180 FEET OF THE NORTH EAST ¼ OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, EXCEPTING THEREFROM THAT PART OF THE EAST 40.234 METERS [132 FEET] OF THE SOUTH 54.84 [180 FEET] OF THE NORTHEAST QUARTER OF SECTION 8 TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE ON AN ASSUMED BEARING OF THE SOUTH 88 DEGREES 51 MINUTES 37 SECONDS WEST ALONG THE SOUTHLINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 17.689 [58.04 FEET]; THENCE NORTH 1 DEGREE 08 MINUTES 23 SECONDS WEST 10.058 METERS [33.00 FEET] TO THE NORTH RIGHT OR WAY LINE OF 147TH STREET; THENCE NORTH 50 DEGREES 10 MINUTES 36 SECONDS EAST 9.743 METERS [32 .00 FEET] TO THE WEST RIGHT OF WAY LINE OF CONTRAL AVENUE; THENCE NORTH 88 DEGREES 47 MINUTES 56 SECONDS EAST 10.058 METERS [33.00 FEET] TO THE EAST LINE OF THE NORTHEAST QUARTER OF SIAD SECTION 8, THENCE SOUTH 1 DEGREE 12 MINUTES 04 SECONDS EAST ALONG, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 16.165 METERS [53.04 FEET] TO THE POINT OF BEGINNINGS AID PARCEL CONTAINING 0.0262 HECTARE, MORE OR LESS, OR 0.065 ACRE, MORE OR LESS, OF WHICH 0.0239 HECTARE, MORE OR LESS OR 0.059 ACRE, MORE OF LESS, WERE PREVIOUSLY DEDICATED OR USED FOR HIGHWAY PURPOSES.

PIN 28-08-201-006-0000

COMMONLY KNOWN AS 5600 w. 147TH Street, Oak Forest, IL 60452

EXHIBIT B
Façade Improvement Cost Estimates

IESCO Cost Estimate **\$17,000**
Includes cleaning lot, and paving 6200 square feet at 2.5 inches.

EXHIBIT C
Façade Photographs

EXHIBIT D
Restrictive Covenant for Maintenance of Façade Improvements

THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Adam E. Dotson
Community Development Director
City of Oak Forest
15440 S. Central Avenue
Oak Forest, IL 60452

**RESTRICTIVE COVENANT FOR
MAINTENANCE OF FAÇADE IMPROVEMENTS**

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 20__ by _____, the legal title owner of the property commonly known as _____, located in the City of Oak Forest (“**City**”), Cook County, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Restrictive Covenant (“**Property**”).

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the City.

Section 1. Background.

A. The Owner has applied for a grant from the City to construct certain façade improvements on the building on the Property (“**City Grant**”) and has agreed to the terms for the City Grant set forth in that certain Façade Improvement Grant Agreement recorded in the Office of the Cook County Recorder on _____, 20__, as Document No. _____ (“**Grant Agreement**”).

C. The Grant Agreement requires the Owner to execute and record a restrictive covenant binding the Owner to certain maintenance requirements for the façade improvements

D. The Owner has voluntarily submitted, and has agreed to execute, records and be bound by, this Restrictive Covenant.

Section 2. Owner’s Obligations.

A. The Owner shall, at his sole cost and expense, cause, and be responsible for, the continuous maintenance, in a first rate condition, of all the façade improvements installed on the building on the Property pursuant to the City Grant;

B. The Owner shall not submit a subsequent application for a façade improvement grant for the building on the Property;

C. The Owner shall not alter or tear down the façade improvements installed on the building on the Property;

D. The Owner shall, at its sole cost and expenses, repair any damage to any public right-of-way that may be caused by or in connection with the installation of the façade improvements; and

E. The Owner shall, at its sole cost and expense, install façade improvements on the building on the Property in accordance with the terms and conditions of the Grant Agreement, (“**Façade Photographs**”) attached as **Exhibit C** and, by this reference, made a part of this Restrictive Covenant. If, for any reason, the Owner fails to complete all of the work associated with the Grant Agreement, or otherwise abandons the Property prior to completion of work associated with the Grant Agreement, the City shall have a lien against the Property in its favor in the amount of the City Grant so released to the Owner. The City may enforce such lien as in foreclosure proceedings as permitted by law.

Section 3. General Provisions.

A. **Restrictive Covenant Running With the Property.** This Restrictive Covenant shall be recorded against, and shall run with, the Property and shall be binding upon and inure to the benefits of the Owner and their successors, assigns, agents, licensees, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

B. **Recordation.** This Restrictive Covenant shall be recorded with the Office of the Cook County Recorder, and all contracts and deeds of conveyance relating to the Property, and any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay all fees and costs incurred by the City in the preparation and recordation of this Restrictive Covenant.

C. **Term.** This Restrictive Covenant shall be enforceable for a term of ten (10) years from the date this Restrictive Covenant is recorded, unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration.

D. **Payment of City Costs.** The Owner shall pay to the City, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Restrictive Covenant; provided, however, that the Owner shall not be required to pay for any City costs associated with this Restrictive Covenant incurred prior to the date of its recordation in the Office of the Cook County Recorder. If the amount so charged is not paid within 30 days following such written demand by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

E. **Notice.** All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Rizzo's Service
5600 W. 147th Street
Oak Forest, IL 60452

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452

ATTN: Community Development Director

F. **Rights Cumulative.** Unless expressly provided to the contrary in this Restrictive Covenant, each and every one of the rights, remedies and benefits provided by this Restrictive Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

G. **Non-Waiver.** The City shall be under no obligation to exercise any of the rights granted to it in this Restrictive Covenant except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City's right to enforce such rights or any other rights.

H. **Governing Law.** This Restrictive Covenant shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. **Severability.** If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

J. **Exhibit. Exhibits A and B** attached hereto is, by this reference, incorporated in and made a part of this Restrictive Covenant.

K. **Amendments and Modifications.** No modification, addition, deletion, revision, alteration or other change to this Restrictive Covenant shall be effective unless and until such change is reduced to writing and executed and properly approved by the corporate authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

L. **Authority to Execute.** The Owner hereby represents to the City that it is the record title owner of the Property legally described in Exhibit A and is therefore the only entity that may encumber the Property with this Restrictive Covenant and that the persons executing this Restrictive Covenant on its behalf have been properly authorized to do so.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF the Owner has caused this Restrictive Covenant to be executed on the date first above written.

ATTEST:

RIZZO'S SERVICE

By: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COOK COUNTY) SS.

The foregoing instrument was acknowledged before me on _____, 2016, by **RIZZO'S SERVICE** which individual is known to me to be the identical person who signed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Signature of Notary

SEAL

My Commission expires: _____



CITY OF OAK FOREST

City Council Agenda Memo

DATE: June 9, 2016
TO: Mayor and City Council
FROM: Adam E. Dotson, Community Development Director
SUBJECT: Approval of RESOLUTION 2016-06-0291R; Supporting the establishment of a Class 8 Tax Incentive for Commercial Property located at 15300 S. Cicero Ave.

BACKGROUND

The property at 15300 S. Cicero Ave. has been vacant in excess of 24 months and has since been purchased through foreclosure. The new owner, John Amico, is requesting a Class 8 tax incentive through Cook County and seeks to the City's support of the application.

The proposed property consists of a 3,500 SF building that has sat vacant for numerous years. It has been documented that a water pipe did burst inside the building and mold remediation was necessary by Mr. Amico in order to make this building habitable. Mr. Amico continues to remodel the building but in order to complete the project and make this building a sustainable and profitable venture he seeks a Class 8 tax incentive. Special circumstances are required as the applicant did not apply for the Class 8 directly after purchase; however, it is still allowed as the building has not been occupied.

The applicant is proposing a beauty showroom and business resource center to retail the John Amico haircare products as well as providing leasable styling rooms for haircare professionals.

ACTION REQUESTED

Approval of a resolution issuing support for establishing a Class 8 classification for the property located at 15300 S. Cicero Ave.

RECOMMENDATION

On June 1, 2016, the EAC reviewed the subject Class 8 application with special circumstances and recommended approval of the proposed resolution.

RESOLUTION NO. 2016-06-0291R

BE IT RESOLVED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, THAT:

A RESOLUTION SUPPORTING AND CONSENTING TO THE COOK COUNTY ASSESSOR PROVIDING A CLASS 8 PROPERTY TAX INCENTIVE APPLICATION WITH SPECIAL CIRCUMSTANCES FOR THE PROPERTY COMMONLY KNOWN AS 15300 S CICERO AVENUE

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

John Amico, ("**Owner**"), is the legal title owner of the property commonly known as **15300 S CICERO AVENUE** which property is located in Bremen Township and is legally described in Exhibit A, attached to and, by this reference, made a part of this Resolution ("**Property**").

The Property is located on the Cicero Avenue corridor, which has been targeted by the City's Economic Advisory Commission being in need of the renewal and revitalization. The City, by adoption of this Resolution, expressly supports and consents to the owner applying for and receiving a Class 8 property tax incentive under special circumstances and finds that such property tax incentive is necessary for the occupation and the rehabilitation to continue.

Section 2. SUPPORT AND CONSENT.

Subject to the conditions set forth in Section 3 of this Resolution, the corporate authorities hereby support and consent to the owner applying for and receiving a Class 8 property tax incentive for the Property and find that such property tax incentive is necessary to continue the occupation of the Property. The special circumstance is that the property has been vacant over three years. The last year of vacancy is based on the new owner of the property where occupancy has not occurred yet.

Section 3. CONDITION.

The approval granted in Section 2 of this Resolution shall be limited to the Class 8 property tax incentive period established by the Assessor, and shall in no way extend to any subsequent application by the Owner for an extension of the Class 8 assessment classification for the Property that may be offered by the Assessor.

ADOPTED

This _____ day of June, 2016

APPROVED By Me

This _____ day of June, 2016

HENRY L. KUSPA, MAYOR

ATTEST:

SCOTT BURKHARDT, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Laura Clemons First Ward				
Richard D. Simon Second Ward				
Diane Wolf Third Ward				
Larry Schoenfeld Fourth Ward				
James Emmett Fifth Ward				
James Hortsman Sixth Ward				
Denise Danihel Seventh Ward				
Henry L. Kuspa Mayor				

EXHIBIT A
Property Legal Description

THE EAST 125 FEET OF LOTS 1 & 2 IN BLOCK 19 IN A.T. MACINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION OF THE WEST ½ OF SECTION 15, AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 15300 S. Cicero Ave., Oak Forest, Illinois.

P.I.N. 28-16-208-028-0000



City Council Agenda Memo

DATE: June 9, 2016

TO: Mayor and City Council

FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Motion to approve Resolution 2016-06-0292R between the City of Oak Forest and the South Suburban Land Bank and Development Authority, SSLBDA to provide funding, \$189,900 plus legal and closing costs of approximately \$10,000 for the acquisition of 16805 S. Cicero Avenue.

Background

This acquisition is a continuation of the City's commitment to acquire properties along this corridor. As part of the 2008 Comprehensive Plan Update, Section Four, Goal #1, Policies #1-2, as stated, "Develop and redevelop sites in a manner that has long-term stability and provides for the employment, economic, cultural, social and lifestyle needs of City residents-Encourage new development and redevelopment along major corridors and in industrial and unincorporated vacant areas where they will be compatible with adjoining land uses." The subject property mentioned above is an area in need of redevelopment along Cicero Avenue. The Land Bank continues to explore other nearby properties looking to sell their property voluntarily and in turn has requested the City of Oak Forest to support these endeavors financially.

The reason for this arrangement where the City will provide the funding for the Land Bank acquisition is to have the Land Bank hold the property and then move forward with demolition through other funding sources. If the agreement is approved, the Land Bank will continue to move forward with future acquisitions in the area if the City chooses to support them financially. This particular parcel is approximately 1.25 acres and the sale price is \$189,900. This is nonconforming use where two principal structures exist on the property. The Land bank will continue to rent out the structures until the property is sold for redevelopment. The Land bank will provide funding for the City's interest on the loan to carry the property. If the City approves the financial agreement, the Land bank should have the necessary rental income to cover the City's carrying cost of approximately \$8,000 annually. Please disregard the closing date on the contract. The sale was pending City financing approval first.

Action Requested

Motion to approve Resolution 2016-06-0292R, between the City and the SSLBDA.

Recommendation

As part of the future redevelopment of this area, staff believes this agreement will assist in the re-investment of Oak Forest.

RESOLUTION NO. 2016-06-0292R

**A RESOLUTION APPROVING PURCHASE OF PROPERTY AND FINANCING
AND REAL PROPERTY CONVEYANCE AGREEMENT
(16805 S. Cicero Avenue, Oak Forest, Illinois)**

WHEREAS, the City of Oak Forest, Cook County, Illinois (the "**City**") is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to the Illinois Municipal Code and Article 7, Section 6 of the Illinois Constitution, the City is authorized to purchase property for a public purpose pursuant to the terms and conditions set forth in the attached Financing and Real Property Conveyance Agreement ("**Conveyance Agreement**"), as negotiated by and between the City and the South Suburban Land Bank and Development Authority ("**Land Bank**"); and

WHEREAS, the Mayor and City Council have determined that the purchase of certain property by the City is for a commercially reasonable price, and is in the best interests of the residents of the City and is for a public purpose; and

WHEREAS, the Mayor and City Council hereby approve and agree on this Conveyance Agreement, and this procedure for the purchase of this parcel, notwithstanding any other requirements or procedures set forth or required in the Illinois Municipal Code or applicable law; and

WHEREAS, the Mayor and City Council have determined that for broader development and economic purposes in the City, and for a commercially reasonable price, it is necessary and desirable to approve the purchase of that certain real property commonly known as 16805 S. Cicero Avenue, Oak Forest, Illinois (the "**Property**"), and the Conveyance Agreement, said Property as further described therein, said Conveyance Agreement attached hereto as **Exhibit A**; and

WHEREAS, the City and the Land Bank have agreed on a price for the Property and the terms and conditions for conveyance of the Property to the City.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

SECTION 2: That under the authority vested in the corporate authorities of the City of Oak Forest, pursuant to Article 7, Section 6 of the Illinois Constitution, the Illinois Municipal Code and applicable statutes, it is necessary and desirable for the City to acquire the Property from the Land Bank, pursuant to the terms and conditions set

forth in the Conveyance Agreement attached hereto as **EXHIBIT A** and made a part hereof, the purchase of such Property being desirable, warranted and needed to promote the objectives of the City, and further the interests of the City and its residents, which Property lies wholly within the limits of the City of Oak Forest.

SECTION 3: The Mayor and City Council hereby approve the acquisition of the Property and approve this process for acquiring the Property, set forth herein, any additional or differing requirements related to the acquisition of this Property hereto being hereby waived, and the Conveyance Agreement attached hereto as **EXHIBIT A**, as necessary and desirable for business promotion and growth under the authority vested in the corporate authorities by Illinois law and Article 7, Section 6 of the Illinois Constitution.

SECTION 4: That for and on behalf of the City Council, the Mayor and the City Clerk are hereby authorized and directed to execute the Conveyance Agreement, such Conveyance Agreement attached hereto as **EXHIBIT A** and made a part hereof, and to take such further actions and execute such documents as may be needed to complete the closing and conveyance of title to this Property, to complete the Conveyance Agreement and conveyance of title to the Property to the City.

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

ALDERMAN	YES	NO	ABSENT	PRESENT
Clemons				
Simon				
Wolf				
Schoenfeld				
Emmett				
Danihel				
Hortsman				

TOTAL				
-------	--	--	--	--

APPROVED by the Mayor on _____, 2016:

Henry L. Kuspa
Mayor

ATTEST:

Scott Burkhardt
City Clerk

FINANCING AND REAL PROPERTY CONVEYANCE AGREEMENT
(16805 S. Cicero Avenue, Oak Forest, Illinois)

This Financing and Real Property Conveyance Agreement (“Agreement”) is made and entered into as of this ___ day of _____, 2016, between the South Suburban Lank Bank and Development Authority (“Land Bank”) and the City of Oak Forest, Illinois (“City”). The Land Bank and the City are sometimes referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

WHEREAS, the City is a member of the Land Bank, which was created by an Intergovernmental Contract and By-laws executed by the City on October 9, 2012; and

WHEREAS, the Land Bank was created in order to establish an independent entity to assist the City and other member communities with addressing the need for (1) the creation of safe, decent housing for existing and future City residents; (2) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues; (3) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods; and (4) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Land Bank has entered into a purchase agreement (“Purchase Agreement”), dated May 24, 2016, with Karen Krause, in which the Land Bank has agreed to purchase the real property located at 16805 S. Cicero Avenue, Oak Forest, Illinois (“Property”) for the purchase price of One Hundred Eighty Thousand Nine Hundred and NO/100ths Dollars (\$189,900.00) (“Purchase Price”), plus closing costs incurred by the Land Bank, not to exceed Ten Thousand and NO/100ths Dollars (\$10,000.00). A true and accurate copy of the Purchase Agreement, including the legal description of the Property, is attached hereto as **Exhibit 1** and made a part hereof; and

WHEREAS, pursuant to the Purchase Agreement, the Land Bank has agreed to seek financing from the City in the amount of the purchase price for the Property, and by this Agreement and under the terms thereof, the City is agreeing to provide such financing in the amount of the Purchase Price; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Incorporation of Recitals**. The Parties agree that the foregoing recitals are incorporated herein as material terms of this Agreement.
2. **Financing**. The City agrees to finance the Land Bank’s purchase of the Property pursuant to the Purchase Agreement, up to the amount of the Purchase Price. The financing provided for in this Agreement will be provided by the City to the Land Bank at the closing of the Property under the Purchase Agreement. The City’s obligation to provide financing for the purchase of the Property is expressly contingent upon the Land Bank satisfying all of its obligations under this Agreement and the Purchase Agreement.

3. **Promissory Note and Mortgage.** In consideration of the City providing the Land Bank with the financing provided for in Paragraph 2 of this Agreement, the Land Bank agrees to execute a promissory note and mortgage (“Mortgage”), in a form acceptable to the City and in the amount of the Purchase Price, securing the City’s loan to the Land Bank for the Purchase Price. The Mortgage shall be recorded against the Property at the closing under the Purchase Agreement, at the cost of the City. The Mortgage shall incorporate the terms of this Agreement by reference and contain such other terms as the Parties may mutually agree to in writing. The City Attorney and counsel for the Land Bank shall be authorized to approve the form of the Mortgage on behalf of the City and the Land Bank, respectively. With the current rental income, the Land Bank will provide the funds needed by the City to pay for the 4% interest paid to carry the \$189,900 acquisition loan, which comes to \$7,600 annually. The Land Bank will make quarterly payments to the City. The Land Bank is not obligated to fund the interest cost if no rental income is received.
4. **Demolition, Site Preparation and Maintenance.** The City shall be responsible for any costs associated with demolition and site preparation requested by the City, as well as all costs of maintaining the Property incurred by the Land Bank. The Land Bank will use its best efforts to acquire funding to demolish the dilapidated buildings on the Property (“Buildings”) and remove demolition debris from the Property. To the extent that funding is acquired by the Land Bank for such purposes, the Land Bank will use such funding to directly pay for eligible demolition and site preparation expenses, without reimbursement from the City.
5. **Conveyance of Property to the City.** The Land Bank agrees to convey the Property to the City by a recordable quit claim deed (“Conveyance Deed”). The Conveyance Deed shall be placed into escrow at the closing on the Property under the Purchase Agreement, and held by Chicago Title Insurance Company (“Escrow Agent”) pursuant to joint escrow instructions (“Escrow Instructions”) that the City and Land Bank hereby authorize its respective attorneys to approve and sign on their behalf. Upon written direction from the Parties that the conditions in the Escrow Instructions have been satisfied, the Escrow Agent shall record the Conveyance Deed transferring title to the Property to the City. Upon recording of the Conveyance Deed, the Mortgage shall be released.
6. **Delivery of Title.** Within five (5) days of the effective date of this Agreement, the Land Bank shall provide the City with a title commitment for the Property as provided for in Paragraph 3 of the Purchase Agreement. The City’s obligations under this Agreement, including, but not limited to, the financing obligations of Paragraph 2 of this Agreement, are expressly contingent upon its review and written acceptance of the title policy (“Title Policy”) to be issued to the Land Bank pursuant to Paragraph 3 of the Purchase Agreement, as well as the City’s review and acceptance of all documents relied on by the Land Bank in conducting its due diligence investigation regarding the condition of the Property and the marketability of title thereto, including, but not limited to, the results of a Phase I environmental assessment of the Property conducted by the Land Bank at its

cost.

7. **Control of Property.** Upon acquiring title to the Property, and until such time as the Parties have authorized the Escrow Agent to record the Conveyance Deed, the Land Bank shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property, and any and all persons, whether employees or otherwise, and all property from and connected to the Property.
8. **Possession.** Possession of the Property shall be delivered to the City at the time that the Parties authorized the Escrow Agent to record the Conveyance Deed.
9. **Brokerage.** The City and the Land Bank represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement and the Purchase Agreement. The City and Land Bank hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses incurred in defending such claim) made by a broker or sales agent or similar party in connection with this Agreement and the Purchase Agreement and claiming by or through the indemnifying Party and not disclosed herein.
10. **General Provisions.** The following general provisions govern this Agreement:
 - A. **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.
 - B. **Time of Essence.** Time is of the essence of this Agreement.
 - C. **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in Illinois.
 - D. **Notices.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by telegram (with verification of receipt), sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

IF TO LAND BANK:

Russ Rydin, Executive Director
South Suburban Land Bank and Development Authority
1904 W. 174th Street
East Hazel Crest, Illinois 60429

With a copy to:

Brent Denzin
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
140 S. Dearborn Street, Suite 600
Chicago, Illinois 60603

IF TO CITY:

Community Development Director
City of Oak Forest
15440 South Central Avenue
Oak Forest, Illinois 60452

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Assignability. In no event may the Land Bank convey or encumber the Property during the term of this Agreement, and neither the Land Bank nor the City may assign this Agreement or its rights herein to any third party.
- F. Invalidity. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- G. Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by the Land Bank or the City to interpret the provisions hereof or to enforce either Party's respective rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party therein, in addition to all other remedies, all costs incurred by the prevailing party in such action or proceeding, including reasonable attorney's fees.



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer Name(s) [please print] SLEEDA SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

3 Seller Name(s) [please print] OF RECORD

4 If Dual Agency Applies, Complete Optional Paragraph 31.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal
6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
7 with approximate lot size or acreage of 314 X 174 X 308 X 174 commonly known as:
8 16805 Cicero AVE TINLEY PARK IL 60477

9 Address City State Zip

10 Cook 28272030260000

11 County Unit - (If applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: = of spaces(s) _____; identified as Space(s) = _____;

13 [check type] deeded space, PIN: _____ limited common element assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 189,900. After the payment of
15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
16 Closing in "Good Funds" as defined by law.

17 **4. EARNEST MONEY:** Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:
18 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".

19 Initial Earnest Money of \$ 1,000 shall be tendered to Escrowee on or before 3 day(s) after Date
20 of Acceptance. Additional Earnest Money of \$ _____ shall be tendered by _____, 20 ____.

21 **5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST:** All of the fixtures and included Personal
22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,
23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,
24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at
25 Closing [Check or enumerate applicable items]:

- | | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Light Fixtures, as they exist |
| <input checked="" type="checkbox"/> Oven Range/Stove | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Built-in or attached shelving |
| <input checked="" type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> All Window Treatments & Hardware |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Existing Storms and Screens |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Fireplace Gas Log(s) |
| <input type="checkbox"/> Washer | <input checked="" type="checkbox"/> Outdoor Shed | <input checked="" type="checkbox"/> Garage Door Opener(s) | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input type="checkbox"/> Smoke Detectors |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Play Set(s) | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Carbon Monoxide Detectors |

35 Other Items Included at No Additional Cost: _____

36 _____

37 Items Not Included: _____

38 _____

39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
40 operating condition at Possession except: _____

41 A system or item shall be deemed to be in operating condition if it performs the function for which it is
42 intended, regardless of age, and does not constitute a threat to health or safety.

43 If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial RS Buyer Initial _____
Address: 16805 Cicero AVE TINLEY PARK IL 60477

Seller Initial DS Seller Initial _____ v6.1

44 **6. CLOSING:** Closing shall be on June 10, 2016, 20 ____ or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

47 **7. POSSESSION:** Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.
48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.

50 **8. MORTGAGE CONTINGENCY:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR
51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.
52 This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] conventional;
53 FHA/VA (if FHA/VA is chosen, complete Paragraph 37); other _____ loan for ____ %
54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55 adjustable rate mortgage used) not to exceed _____ % per annum, amortized over not less than ____ years.
56 Buyer shall pay loan origination fee and/or discount points not to exceed _____ % of the loan amount. Buyer
57 shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if
58 closing cost credits apply).

59 Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to
60 do so shall constitute an act of Default under this Contract. [Complete both a) and b)]:

61 a) Not later than _____, 20 ____, (if no date is inserted, the date shall be twenty-one (21) days after
62 the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined
64 in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal
65 fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this
66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
67 specified herein or any extension date agreed to by the Parties in writing.

68 b) Not later than _____, 20 ____, (if no date is inserted, the date shall be sixty (60) days after the
69 Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
70 confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer
71 is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this
72 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
73 specified herein or any extension date agreed to by the Parties in writing.

74 A Party causing delay in the loan approval process shall not have the right to terminate under either of the
75 preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of
76 the dates specified above (as may be amended from time to time), then this Contract shall continue in full
77 force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
79 closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this
80 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the
81 loan is conditioned on the sale and/or closing of Buyer's existing real estate.

82 **9. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
83 [check one] has has not received a completed Illinois Residential Real Property Disclosure;
84 [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
85 [check one] has has not received a Lead-Based Paint Disclosure;
86 [check one] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

Buyer Initial RL Buyer Initial _____ Seller Initial JK Seller Initial _____

Address: 16805 Cicero AVE TINLEY PARK IL 60477 v6.1

87 (check one) has has not received the Disclosure of Information on Radon Hazards

88 10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants,
89 Special Service Area or Special Assessment; Area tax for the year of Closing only; utilities, water and sewer; and
90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
91 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
93 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____).
94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)
95 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due
96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
97 shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year tax bill. All
98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
102 this Paragraph shall survive the Closing.

103 11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
104 Parties, by Notice, may:

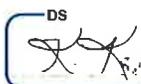
- 105 a) Approve this Contract; or
- 106 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 107 c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
108 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
109 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
110 shall be null and void; or
- 111 d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
112 declare this Contract null and void and this Contract shall remain in full force and effect.

113 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not
114 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
115 Parties and this Contract shall remain in full force and effect.

116 12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless
117 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by
118 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based
119 paint hazards or wood-destroying insect infestation.

120 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
121 and are not a part of this contingency. The fact that a functioning major component may be at the end of
122 its useful life shall not render such component defective for purposes of this paragraph. Buyer shall
123 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
124 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
125 major components of the Real Estate, including but not limited to central heating system(s), central cooling
126 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,
127 appliances and foundation. A major component shall be deemed to be in operating condition if it performs
128 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If
129 radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial  Buyer Initial
Address 16805 Cicero AVE TINLEY PARK IL 60477

Seller Initial  Seller Initial

130 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
131 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
132 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
133 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
134 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
135 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
136 null and void.

137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
139 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
140 shall not include any portion of the inspection reports unless requested by Seller.

141 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
142 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
143 in full force and effect.

144 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
145 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
146 Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice
147 with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
148 served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
149 shall remain in full force and effect.

150 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b),
153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
155 Disclosure Act.

156 **15. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
157 contained in this paragraph, which may be contrary to other terms of this Contract shall supersede any
158 conflicting terms.

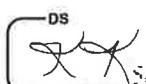
159 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
160 of the Declaration of Condominium-Covenants, Conditions and Restrictions ("Declaration-CCRs") and all
161 amendments, public and utility easements including any easements established by or implied from the
162 Declaration-CCRs or amendments thereto, party wall rights and agreements, limitations and conditions
163 imposed by the Condominium Property Act, installments due after the date of Closing of general
164 assessments established pursuant to the Declaration-CCRs.

165 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
166 special assessments confirmed prior to the Date of Acceptance.

167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
169 relative to payment thereof. Absent such agreement, either Party may declare the Contract null and void.

170 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
171 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
172 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial  Buyer Initial
Address 16805 Cicero AVE TINLEY PARK IL 60477

Seller Initial  Seller Initial

173 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
174 purchase created by the Declaration CCRs. In the event the Condominium Association requires the personal
175 appearance of Buyer or additional documentation, Buyer agrees to comply with same.

176 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
177 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
178 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
181 receipt of the documents and information required by this Paragraph, listing those deficiencies which are
182 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
183 waived this contingency, and this Contract shall remain in full force and effect.

184 f) Seller shall not be obligated to provide a condominium survey.

185 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

186 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and
187 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
188 appropriate deed if title is in trust or in an estate) and with real estate transfer stamps to be paid by Seller
189 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject
190 only to covenants, conditions and restrictions of record and building lines and easements, if any, provided they
191 do not interfere with the current use and enjoyment of the Real Estate, and general real estate taxes not due and
192 payable at the time of Closing.

193 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

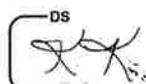
194 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
195 closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required
196 by municipal ordinance shall be paid by the Party designated in such ordinance.

197 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
198 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

199 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
200 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
201 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by
202 a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance,
203 subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the
204 Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence
205 of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title**
206 **commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other**
207 **survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or**
208 **encroachments removed, or have the title insurer commit to either insure against loss or damage that may**
209 **result from such exceptions or survey matters or insure against any court-ordered removal of the**
210 **encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect
211 to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or
212 ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and
213 shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

214 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
215 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial  Buyer Initial
Address 16805 Cicero AVE TINLEY PARK IL 60477

Seller Initial  Seller Initial

216 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
217 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
218 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
219 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set
220 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
221 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
222 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

224 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
225 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
226 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
227 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
228 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
229 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
230 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
231 shall be applicable to this Contract, except as modified by this paragraph.

232 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and
236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
237 and tear excepted.

238 **22. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
239 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
240 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
241 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes
242 shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after
243 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's
244 obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
245 promptly upon demand.

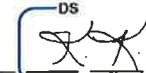
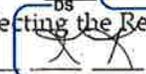
246 **23. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
247 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
248 written notice from any association or governmental entity regarding:

- 249 a) zoning, building, fire or health code violations that have not been corrected;
- 250 b) any pending rezoning;
- 251 c) boundary line disputes;
- 252 d) any pending condemnation or Eminent Domain proceeding;
- 253 e) easements or claims of easements not shown on the public records;
- 254 f) any hazardous waste on the Real Estate;
- 255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- 257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

258 Seller further represents that:

Buyer Initial *AR* Buyer Initial _____
Address: **16805 Cicero AVE TINLEY PARK IL 60477**

Seller Initial *[Signature]* Seller Initial _____

259 ^[Initials] ^{DS}  There *[check one]* is is not a pending or unconfirmed special assessment
 260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
 261 ^{DS}  The Real Estate *[check one]* is is not located within a Special Assessment Area or
 262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
 263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
 265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
 266 terminate this Contract by Notice to Seller and this Contract shall be null and void.

267 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
 268 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

269 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
 270 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
 271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
 272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
 273 digital signature may be produced by use of a qualified, established electronic security procedure mutually
 274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
 275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
 276 the digital signature and sending same by electronic mail.

277 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
 278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 280 competent jurisdiction."

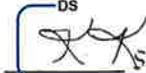
281 In the event either Party has declared the Contract null and void or the transaction has failed to close as
 282 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
 283 order, the Escrowee may elect to proceed as follows:

- 284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
 285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
 286 intends to disburse in the absence of any written objection. If no written objection is received by the date
 287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
 288 to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest
 289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
 290 court of competent jurisdiction.
- 291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
 292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
 293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
 294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
 295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
 296 Escrowee for additional costs and fees incurred in filing the Interpleader action.

297 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 300 a) By personal delivery; or

Buyer Initial  Buyer Initial _____
 Address: **16805 Cicero AVE TINLEY PARK IL 60477**

Seller Initial ^{DS}  Seller Initial _____

- 301 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
- 302 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 303 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 304 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
- 305 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
- 306 transmission; or
- 307 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 308 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 309 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
- 310 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
- 311 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- 312 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 313 following deposit with the overnight delivery company.

314 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 315 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
 316 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

317 **29. CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
 318 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
 319 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

320 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
 321 and the following additional attachments, if any: AMENDUM TO THE MULTI-BOARD
 322 RESIDENTIAL REAL ESTATE CONTRACT

323 **OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

324 *[Initials]* _____ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 325 consented to _____ (Licensee) acting as a Dual Agent in providing
 326 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
 327 transaction referred to in this Contract.

328 **32. SALE OF BUYER'S REAL ESTATE:**

- 329 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
- 330 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 331 _____
- 332 Address City State Zip
- 333 2) Buyer *[check one]* has has not entered into a contract to sell Buyer's real estate.
- 334 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
- 335 a) *[check one]* is is not subject to a mortgage contingency.
- 336 b) *[check one]* is is not subject to a real estate sale contingency.
- 337 c) *[check one]* is is not subject to a real estate closing contingency.
- 338 3) Buyer *[check one]* has has not listed Buyer's real estate for sale with a licensed real estate broker and
- 339 in a local multiple listing service.
- 340 4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
- 341 service, Buyer *[check one]*:

Buyer Initial CB Buyer Initial _____
 Address: **16805 Cicero AVE TINLEY PARK IL 60477**
 Page 8 of 13

Seller Initial DS Seller Initial _____
 v6.1

342 a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
343 listing service within five (5) Business Days after Date of Acceptance.

344 [For information only] Broker: _____
345 Broker's Address: _____ Phone: _____

346 b) Does not intend to list said real estate for sale.

347 b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

348 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
349 is in full force and effect as of _____, 20 _____. Such contract should provide for a closing
350 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
351 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
352 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
353 real estate is not served on or before the close of business on the date set forth in this subparagraph,
354 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
355 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
356 be completed.)

357 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
358 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
359 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
360 Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale
361 of Buyer's real estate is served before the close of business on the next Business Day after the date set
362 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
363 in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this
364 Paragraph 32, and this Contract shall remain in full force and effect.

365 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
366 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
367 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
368 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
369 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
370 within the time specified, Buyer shall be in default under the terms of this Contract.

371 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
372 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

373 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
374 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
375 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
376 Paragraph 32 d).

377 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
378 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
379 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
380 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
381 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:

382 a) By personal delivery effective at the time and date of personal delivery; or
383 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
384 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

Buyer Initial RR Buyer Initial _____
Address: **16805 Cicero AVE TINLEY PARK IL 60477**

Seller Initial DS Seller Initial _____
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385 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
386 Chicago time on the next delivery day following deposit with the overnight delivery company,
387 whichever first occurs.

388 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

389 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by
390 Buyer, this Contract shall be null and void.

391 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by
392 Paragraph 27 of this Contract.

393 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
394 representative.

395 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
396 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
397 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
398 specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
399 deemed ineffective and this Contract shall be null and void.

400 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained
401 in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

402  33. **CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
403 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
404 May 24, 2016, 20 _____. In the event the prior contract is not cancelled within the time specified, this
405 Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served
406 until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
407 satisfied or waived.

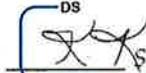
408 _____ 34. **HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost
409 of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

410 _____ 35. **CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1
411 Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to
412 credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

413 _____ 36. **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
414 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8**
415 **SHALL NOT APPLY [CHOOSE ONLY ONE]:**

416 a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing,
417 in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
418 amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
419 Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees
420 to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
421 financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
422 availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied
423 with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether
424 intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a
425 material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.
426 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
427 closing of Buyer's existing real estate.

Buyer Initial  Buyer Initial _____
Address: **16805 Cicero AVE TINLEY PARK IL 60477**

Seller Initial  Seller Initial _____

428 b) _____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the
 429 form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of
 430 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer,
 431 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the
 432 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial
 433 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
 434 availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and
 435 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
 436 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
 437 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
 438 of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon**
 439 **Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with
 440 Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
 441 or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material
 442 breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. **Unless otherwise**
 443 **provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's**
 444 **existing real estate.**

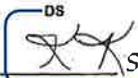
445 _____ **37. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, **required FHA or VA**
 446 **amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage
 447 Insurance Premium (MIP) shall be paid by Buyer and *[check one]* shall shall not be added to the mortgage loan amount.

448 _____ **38. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
 449 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria
 450 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental
 451 Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to
 452 Closing, stating that the well and water supply and the private sanitary system are in operating condition with no
 453 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that
 454 if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the
 455 Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
 456 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report
 457 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a
 458 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to
 459 Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to
 460 Closing.

461 _____ **39. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12,
 462 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written
 463 report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the
 464 appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of
 465 active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the
 466 report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business
 467 Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

468 _____ **40. POST CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M. on the
 469 date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
 470 utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

Buyer Initial  Buyer Initial _____
 Address: **16805 Cicero AVE TINLEY PARK IL 60477**

Seller Initial  Seller Initial _____
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471 deposit in escrow at Closing with _____, [check one] one percent (1%)
 472 of the Purchase Price or the sum of \$ _____ to be paid by Escrowee as follows:
 473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 474 and including the day of delivery of Possession, if on or before the Possession Date;
 475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
 477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
 478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

480 _____ 41. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As
 481 Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
 482 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those
 483 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
 484 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold
 485 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 486 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is
 487 unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance,
 488 this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and
 489 Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.
 490 Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate
 491 this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges
 492 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

493 _____ 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
 494 Estate by _____
 495 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified
 496 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall
 497 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the
 498 Parties and this Contract shall remain in full force and effect.

499 _____ 43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
 500 required forms), shall be held in a federally insured interest bearing account at a financial institution designated
 501 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer
 502 shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In
 503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
 504 prior to the anticipated Closing date.

505 _____ 44. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
 506 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and
 507 with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

- | | | |
|---|--|--|
| 508 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 509 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 510 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |

Buyer Initial TR Buyer Initial _____
 Address: 16805 Cicero AVE TINLEY PARK IL 60477
 Page 12 of 13

Seller Initial DS Seller Initial _____

511 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
512 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
513 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.

514 5/22/16 5/20/2016 | 9:24 CT
515 Date of Offer DATE OF ACCEPTANCE
516 Buyer Signature Seller Signature
517 RUSSELL RYDIN
518 Buyer Signature Seller Signature

519 SSLBDA
520 Print Buyer(s) Name(s) [Required] Print Seller(s) Name(s) [Required]
521 3700 W. 183rd St., Suite B100
522 Address Address
523 Hazel Crest IL 60429
524 City State Zip City State Zip
525 russellrydin@sslbda.org
526 Phone E-mail Phone E-mail

Table with 6 columns: Brokerage, MLS, State License, Address, City, Zip. Includes entries for Coldwell Banker Residential, Century 21 Affiliated, Diane Abell, and Kimberly Wirtz.

551 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
552 Seller rejection: This offer was presented to Seller on _____, 20__ at ____:____ A.M. P.M. and rejected on _____
553 _____, 20__ at ____:____ A.M. P.M. [Seller Initials]

554 © 2015 Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited.
555 Approved by the following organizations: September 2013: Illinois Real Estate Lawyers Association, DuPage County Bar Association,
556 McHenry County Bar Association, Northwest Suburban Bar Association, Will County Bar Association, Belvidere Board of REALTORS®, Chicago Association of REALTORS®,
557 Organization: HomeTown Association of REALTORS®, Elgin Valley Association of REALTORS®, Kane/DeKalb-Franklin-Ford County Association of REALTORS®,
558 REALTORS®, North Shore-Barrington Association of REALTORS®, Oak Park Area Association of REALTORS®, REALTOR® Association of the Fox Valley, Inc.,
559 REALTORS®

Buyer Initial [Signature] Buyer Initial _____ Seller Initial [Signature] Seller Initial _____
Address: 16805 Cicero AVE TINLEY PARK IL 60477 v6.1

ADDENDUM TO THE MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT

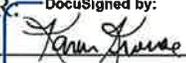
THIS ADDENDUM TO THE MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT ("Addendum") is made and entered into as of this 12th day of May, 2016 ("Effective Date"), between _____, ("Seller"), and South Suburban Land Bank and Development Authority a municipal intergovernmental agency and body politic under the laws of the State of Illinois ("SSLBDA" or Buyer") (collectively the "Parties"), and amends the Multi-Board Residential Real Estate Contract ("Contract") between the Parties for 16805 Cicero Ave., Tinley Park, Illinois 60477 ("Property"). To the extent that this Addendum is inconsistent with the terms of the Contract, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such terms in the Contract. The Contract is hereby amended as follows:

A. Paragraph 8 is hereby deleted and amended to read in its entirety as follows:

The Parties agree that Buyer's obligations under this Agreement, including the purchase of the Property, is contingent on the City of Oak Forest ("City") approving by ordinance or resolution interest-free (0%) financing to fund 100% of the Purchase Price and all of SSLBDA's costs related to the acquisition of the Real Estate ("Financing"). In the event the Buyer does not secure Financing from the City within 30 days, the Buyer shall be under no obligation to acquire the Real Estate and may terminate this Agreement at any time prior to Closing.

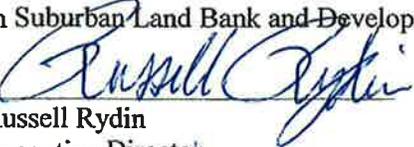
B. Paragraph 10 is hereby amended to provide that taxes are prorated at 105% of the most recent ascertainable tax bill.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year identified by the Seller below.

SELLER: DocuSigned by:

AF1248D143C847E...

Date: 5/20/2016 | 9:24 CT

BUYER:
South Suburban Land Bank and Development Authority

By: 
Russell Rydin
Executive Director

Date: 5/12/16



Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER. THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 10805 Cicero
City, State & Zip Code: Chicago IL 60647
Seller's Name: Allen Kruse

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 5/17/15 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial, adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 13, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Seller has occupied the property within the last 12 months. (No explanation is needed.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. I am aware of flooding or recurring leakage problems in the crawlspace or basement.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. I am aware of material defects in the basement or foundation (including cracks and bulges).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. I am aware of leaks or material defects in the roof, ceilings or chimney.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. I am aware of material defects in the walls, windows, doors or floors.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. I am aware of material defects in the electrical system.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. I am aware of material defects in the well or well equipment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. I am aware of unsafe conditions in the drinking water.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. I am aware of material defects in the heating, air conditioning, or ventilating systems.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. I am aware of material defects in the fireplace or woodburning stove.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. I am aware of unsafe concentrations of radon on the premises.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18. I am aware of current infestations of termites or other wood boring insects.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. I am aware of underground fuel storage tanks on the property.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21. I am aware of boundary or lot line disputes.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used:

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Allen Kruse Date: 5/17/15
Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: Cassell Lybr Date: 5/12/16 Time: 1P
Prospective Buyer: _____ Date: _____ Time: _____

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or
- 3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Buyer's initials _____ (optional)



MAINSTREET ORGANIZATION OF REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property commonly known as: 16805 Cicero
City of Tinley Park County of Cook, Illinois.

Seller's Disclosure (Initial)

JK (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JK (b) Records and Reports available to the seller (check one below):
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

[Signature] (c) Purchaser has received copies of all information listed above.
[Signature] (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
[Signature] (e) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Designated Agent's Acknowledgment (Initial)

[Signature] (f) Seller's Designated Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Purchaser [Signature]
Seller _____ Purchaser [Signature]
Date _____ Date 5/12/16
Seller's Designated Agent [Signature] Purchaser's Designated Agent Diane Abell
Date 8-17-15 Date 5/3/2016



Illinois Association of REALTORS®



DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

_____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

_____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.

JK (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

JK (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

AA (e) Purchaser has received copies of all information listed above.

AA (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

DA (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller Karen Kinnear Date 8-17-15

Seller _____ Date _____

Purchaser Erin M. Quinn Date 5-12-16

Purchaser _____ Date _____

Agent [Signature] Date 8-17-15

Agent Diane Abell Date 5/3/2016

Property Address 16805 Cicero City, State, Zip Code Tinley Park IL 60477



ILLINOIS ASSOCIATION OF REALTORS®
MOLD DISCLOSURE



Printed Name(s) of Seller(s) Karen Krouse

Printed Name(s) of Buyer(s) SSLBDA

Property Address 16805 Cicero, Tinley Park, IL 60477

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:

a. The property described herein has has not been previously tested for molds, fungi, mildew and similar organisms ("molds");

Note: If answer to a. is "has not," then skip b. and c. and go to Section #2.
If answer to a. is "has," then complete b. and c.

b. The molds found were were not identified as toxic or harmful molds;

c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers Initials



2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. **RECEIPT OF COPY.** Seller and Buyer has read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

Seller: *Kim Krouse* Date: 8-17-15

Seller: _____ Date: _____

Buyer: *Diane Abell* Date: 5/12/16

Buyer: Diane Abell Date: 5/3/2016
DocuSigned by: 805240458708495



CITY OF OAK FOREST

City Council Agenda Memo

DATE: June 9, 2016

TO: Mayor and City Council

FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Approval of Ordinances 2016-06-0603O, 2016-06-0604O, 2016-06-0605O for the amending of tax increment redevelopment plan TIF #3, Redevelopment Plan and Project Area, Cicero Avenue.

Background

Staff has been working on the amendment TIF #3 Cicero Avenue Redevelopment Project Area over the last year. The amended TIF 3 would include all the original Cicero Avenue Corridor between 163rd Street and 155st Street on the west side and along 159th Street from Cicero Avenue to now the Rock Island Line, previously the area went to Laramie. Kane McKenna and Klein, Thorpe and Jenkins, LTD. have been working with staff to prepare the documentation needed to meet the State statutes for the TIF Plan, including adopting the Public Hearing Ordinance, holding Joint Review Board meetings, and the Public Hearing itself regarding the TIF Act. Pending the Governor's signature on House Bill 4423, Community Development is now ready to move forward with approval of the three ordinances pertaining to the amendment of the Final TIF 3 Plan.

Action Requested

Approval of Ordinances 2016-06-0603O, 2016-06-0604O, and 2016-06-0605O for the amendment of the tax increment redevelopment plan TIF #3 Redevelopment Plan and Project Area Cicero Avenue.

Recommendation

Community Development recommends approval of Ordinances 2016-06-0603O, 2016-06-0604O, and 2016-06-0605O for the amendment of the tax increment redevelopment plan TIF #3 Redevelopment Plan and Project Area Cicero Avenue.

ORDINANCE NO. 2016-06-06030

AN ORDINANCE AMENDING ORDINANCE NO. 2614, ADOPTED JUNE 11, 2002, AS WELL AS THE REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION ATTACHED THERETO AS EXHIBIT A, THE GENERAL STREET LOCATION DESCRIPTION ATTACHED THERETO AS EXHIBIT B, THE MAP OF THE REDEVELOPMENT PROJECT AREA ATTACHED THERETO AS EXHIBIT C, AND THE REDEVELOPMENT PLAN AND PROJECT ATTACHED THERETO AS EXHIBIT D, IN REGARD TO AMENDING THE BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA FOR THE CITY OF OAK FOREST'S 159TH STREET/CICERO AVENUE TAX INCREMENT FINANCING DISTRICT (TIF #3), AND TO ACCOMMODATE REDEVELOPMENT DURING THE EXTENDED LIFE OF SAID TAX INCREMENT FINANCING DISTRICT BEYOND ITS ORIGINAL TERMINATION DATE, WITHIN THE AMENDED BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA

BE IT ORDAINED by the City Council of the City of Oak Forest, Cook County, Illinois, as follows:

SECTION 1: The City Council of the City of Oak Forest, Cook County, Illinois, hereby finds as follows:

- A. Pursuant to Ordinance Numbers 2614, 2615 and 2616, adopted June 11, 2002, (hereinafter referred to as the "TIF Ordinances"), the City of Oak Forest (hereinafter referred to as the "City") approved a tax increment redevelopment plan and project (hereinafter referred to as the "TIF Plan"), designated the tax increment redevelopment project area (hereinafter referred to as the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's 159th Street/Cicero Avenue Tax Increment Financing District (hereinafter referred to as "TIF District #3").
- B. Pursuant to Public Act _____, which amended Section 3.5 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (hereinafter referred to as the "TIF Act"), the City has been authorized to extend the life of TIF District #3 to thirty-five (35) years, with real estate taxes for 2037, as collected during 2038, being the last year of real estate taxes subject to TIF District #3 (hereinafter referred to as the "TIF Extension").
- C. The TIF Plan has to be amended to implement the TIF Extension, and to accommodate redevelopment during the extended life of TIF District #3.

- D. The City desires to reduce the size of TIF District #3, by removing certain properties from the Redevelopment Project Area for TIF District #3, so that said removed properties can be incorporated into a new tax increment financing district to be known as the Oak Forest West 159th Street Corridor Tax Increment Financing District (TIF District #7) (hereinafter referred to as the "Redevelopment Project Area Amendment").
- E. Based on the foregoing, the City desires to approve:
- (1) an amendment to the boundaries of the Redevelopment Project Area for TIF District #3, to facilitate the Redevelopment Project Area Amendment;
 - (2) amendments to the TIF Plan to implement the TIF Extension; and
 - (3) amendments to the TIF Plan to accommodate redevelopment during the extended life of TIF District #3 beyond its original termination date, but within the amended boundaries of TIF District #3;
- (hereinafter collectively referred to as the "TIF Plan Amendment").
- F. It is necessary to amend the TIF Ordinances, and the Exhibits attached thereto, to implement the Redevelopment Project Area Amendment and the TIF Plan Amendment.
- G. That the TIF Act authorizes municipalities with existing tax increment financing districts to amend the ordinances, the redevelopment project and plan, and the redevelopment project area in relation thereto, subject to first complying with specific notice, public meeting, joint review board meeting and public hearing requirements.
- H. That the City has complied with the specific notice, public meeting, Joint Review Board meeting and public hearing requirements provided for in the TIF Act, as a prerequisite to amending the TIF Ordinances, the Exhibits attached thereto, the Redevelopment Project Area and the TIF Plan in relation to the TIF District #3, in that the City has taken the following actions:

	<u>ACTION</u>	<u>DATE TAKEN</u>
1.	Approved the contract with Kane McKenna, for the preparation of the TIF Plan Amendment	July 7, 2015
2.	Published the TIF Interested Parties Registry Notice in the local newspaper	November 18, 2015

3.	Announced the availability of the TIF Plan Amendment, and announced the time and date of the Public Meeting	December 8, 2015
4.	Mailed notice of the Public Meeting: <ul style="list-style-type: none"> • to all taxing districts (by Certified Mail, return receipt requested); • to all parties who are registered on the City's TIF Interested Parties Registry (by Certified Mail, return receipt requested); • to all taxpayers of record within the Redevelopment Project Area (by First Class U.S. Mail); and • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	December 15, 2015
5.	Held the Public Meeting	January 5, 2016
6.	Approved Ordinance No. 2016-01-0581O calling for a Joint Review Board meeting and a public hearing relative to the proposed approval of the TIF Plan Amendment	January 26, 2016
7.	Mailed a copy of Ordinance No. 2016-01-0581O and the TIF Plan Amendment, along with a notice of the Joint Review Board meeting and the public hearing: <ul style="list-style-type: none"> • to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	January 29, 2016
8.	Mailed notices relative to the availability of the TIF Plan Amendment: <ul style="list-style-type: none"> • to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and • to all parties who are registered on the City's TIF Interested Parties Registry (by First Class U.S. Mail) 	February 4, 2016
9.	Held the Joint Review Board meeting	February 16, 2016
10.	Mailed notices of the public hearing: <ul style="list-style-type: none"> • to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and • to each person on the City's TIF Interested Parties Registry (by First Class U.S. Mail) • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	March 9, 2016
11.	Held a public hearing	March 22, 2016
12.	Approved Ordinance No. 2016-04-0591O calling for a public hearing relative to the proposed approval of the TIF Plan Amendment	April 12, 2016

13.	Mailed a copy of Ordinance No. 2016-04-0591O and the TIF Plan Amendment, along with a notice of the public hearing: <ul style="list-style-type: none"> to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	April 14, 2016
14.	Mailed notices relative to the availability of the TIF Plan Amendment: <ul style="list-style-type: none"> to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and to all parties who are registered on the City's TIF Interested Parties Registry (by First Class U.S. Mail) 	April 21, 2016
15.	Published notice of the public hearing in the local newspaper twice	May 12, 2016 and May 19, 2016
16.	Mailed notices of the public hearing: <ul style="list-style-type: none"> to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and to each person on the City's TIF Interested Parties Registry (by First Class U.S. Mail) to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	May 19, 2016
17.	Held a public hearing	May 31, 2016

- I. On February 16, 2016, the Joint Review Board, relative to TIF District #3, recommended that the Oak Forest City Council move forward with the TIF Plan Amendment, including the Redevelopment Project Area Amendment.
- J. Pursuant to the TIF Act, the City has waited at least fourteen (14) days, but not more than ninety (90) days, from the May 31, 2016 public hearing date to take action on this Ordinance approving the amendment to Ordinance No. 2614, and the TIF Plan Amendment, including the Redevelopment Project Area Amendment.

SECTION 2: That Section 1.f. of Ordinance No. 2614, adopted June 11, 2002, is

amended to read in its entirety as follows:

"f. The estimated date for final completion of the Plan and Project, and the estimated date for retirement of all obligations incurred to finance redevelopment project costs relative to the Plan and Project, is not later than December 31st of the year in which the payment to the City Treasurer is made with respect to *ad valorem* taxes levied in the thirty-

fifth (35th) calendar year after the year in which the ordinance approving the redevelopment project area is adopted, which, as to TIF District #3, is December 31, 2038."

SECTION 3: That Exhibit A to Ordinance No. 2614, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT A attached hereto and made part hereof.

SECTION 4: That Exhibit B to Ordinance No. 2614, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT B attached hereto and made part hereof.

SECTION 5: That Exhibit C to Ordinance No. 2614, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT C attached hereto and made part hereof.

SECTION 6: That Exhibit D to Ordinance No. 2614, adopted June 11, 2002, is hereby amended as set forth in the TIF Plan Amendment attached hereto as EXHIBIT D, and made part hereof.

SECTION 7: That all other provisions of Ordinance No. 2614, adopted June 11, 2002, and Exhibit D attached thereto, not amended hereby, shall remain in full force and effect.

SECTION 8: That a certified copy of this Ordinance shall be filed with the Cook County Clerk's Office.

SECTION 9: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 14th day of June, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of June, 2016.

Hank Kuspa, Mayor

ATTEST:

Scott Burkhardt, City Clerk

Published by me in pamphlet form this 15th day of June, 2016.

Scott Burkhardt, City Clerk



CITY OF OAK FOREST

City Council Agenda Memo

DATE: June 9, 2016

TO: Mayor and City Council

FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Approval of Ordinances 2016-06-0603O, 2016-06-0604O, 2016-06-0605O for the amending of tax increment redevelopment plan TIF #3, Redevelopment Plan and Project Area, Cicero Avenue.

Background

Staff has been working on the amendment TIF #3 Cicero Avenue Redevelopment Project Area over the last year. The amended TIF 3 would include all the original Cicero Avenue Corridor between 163rd Street and 155th Street on the west side and along 159th Street from Cicero Avenue to now the Rock Island Line, previously the area went to Laramie. Kane McKenna and Klein, Thorpe and Jenkins, LTD. have been working with staff to prepare the documentation needed to meet the State statutes for the TIF Plan, including adopting the Public Hearing Ordinance, holding Joint Review Board meetings, and the Public Hearing itself regarding the TIF Act. Pending the Governor's signature on House Bill 4423, Community Development is now ready to move forward with approval of the three ordinances pertaining to the amendment of the Final TIF 3 Plan.

Action Requested

Approval of Ordinances 2016-06-0603O, 2016-06-0604O, and 2016-06-0605O for the amendment of the tax increment redevelopment plan TIF #3 Redevelopment Plan and Project Area Cicero Avenue.

Recommendation

Community Development recommends approval of Ordinances 2016-06-0603O, 2016-06-0604O, and 2016-06-0605O for the amendment of the tax increment redevelopment plan TIF #3 Redevelopment Plan and Project Area Cicero Avenue.

ORDINANCE NO. 2016-06-06040

AN ORDINANCE AMENDING ORDINANCE NO. 2615, ADOPTED JUNE 11, 2002, BY REVISING THE REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION ATTACHED THERETO AS EXHIBIT A, THE GENERAL STREET LOCATION DESCRIPTION ATTACHED THERETO AS EXHIBIT B, AND THE MAP OF THE REDEVELOPMENT PROJECT AREA ATTACHED THERETO AS EXHIBIT C, RELATIVE TO THE DESIGNATION OF THE REDEVELOPMENT PROJECT AREA IN REGARD TO THE CITY OF OAK FOREST'S 159TH STREET/CICERO AVENUE TAX INCREMENT FINANCING DISTRICT (TIF #3)

BE IT ORDAINED by the City Council of the City of Oak Forest, Cook County, Illinois, as follows:

SECTION 1: The City Council of the City of Oak Forest, Cook County, Illinois, hereby finds as follows:

- A. Pursuant to Ordinance Numbers 2614, 2615 and 2616, adopted June 11, 2002, (hereinafter referred to as the "TIF Ordinances"), the City of Oak Forest (hereinafter referred to as the "City") approved a tax increment redevelopment plan and project (hereinafter referred to as the "TIF Plan"), designated the tax increment redevelopment project area (hereinafter referred to as the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's 159th Street/Cicero Avenue Tax Increment Financing District (hereinafter referred to as "TIF District #3").
- B. Pursuant to Public Act _____, which amended Section 3.5 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (hereinafter referred to as the "TIF Act"), the City has been authorized to extend the life of TIF District #3 to thirty-five (35) years, with real estate taxes for 2037, as collected during 2038, being the last year of real estate taxes subject to TIF District #3 (hereinafter referred to as the "TIF Extension").
- C. The TIF Plan has to be amended to implement the TIF Extension, and to accommodate redevelopment during the extended life of TIF District #3.
- D. The City desires to reduce the size of TIF District #3, by removing certain properties from the Redevelopment Project Area for TIF District #3, so that said removed properties can be incorporated into a new tax increment financing district to be known as the Oak Forest West 159th Street

Corridor Tax Increment Financing District (TIF District #7) (hereinafter referred to as the "Redevelopment Project Area Amendment").

- E. Based on the foregoing, the City desires to approve:
- (1) an amendment to the boundaries of the Redevelopment Project Area for TIF District #3, to facilitate the Redevelopment Project Area Amendment;
 - (2) amendments to the TIF Plan to implement the TIF Extension; and
 - (3) amendments to the TIF Plan to accommodate redevelopment during the extended life of TIF District #3 beyond its original termination date, but within the amended boundaries of TIF District #3;
- (hereinafter collectively referred to as the "TIF Plan Amendment").
- F. It is necessary to amend the TIF Ordinances, and the Exhibits attached thereto, to implement the Redevelopment Project Area Amendment and the TIF Plan Amendment.
- G. That the TIF Act authorizes municipalities with existing tax increment financing districts to amend the ordinances, the redevelopment project and plan, and the redevelopment project area in relation thereto, subject to first complying with specific notice, public meeting, joint review board meeting and public hearing requirements.
- H. That the City has complied with the specific notice, public meeting, Joint Review Board meeting and public hearing requirements provided for in the TIF Act, as a prerequisite to amending the TIF Ordinances, the Exhibits attached thereto, the Redevelopment Project Area and the TIF Plan in relation to the TIF District #3, in that the City has taken the following actions:

	<u>ACTION</u>	<u>DATE TAKEN</u>
1.	Approved the contract with Kane McKenna, for the preparation of the TIF Plan Amendment	July 7, 2015
2.	Published the TIF Interested Parties Registry Notice in the local newspaper	November 18, 2015
3.	Announced the availability of the TIF Plan Amendment, and announced the time and date of the Public Meeting	December 8, 2015

4.	<p>Mailed notice of the Public Meeting:</p> <ul style="list-style-type: none"> • to all taxing districts (by Certified Mail, return receipt requested); • to all parties who are registered on the City's TIF Interested Parties Registry (by Certified Mail, return receipt requested); • to all taxpayers of record within the Redevelopment Project Area (by First Class U.S. Mail); and • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	December 15, 2015
5.	Held the Public Meeting	January 5, 2016
6.	Approved Ordinance No. 2016-01-0581O calling for a Joint Review Board meeting and a public hearing relative to the proposed approval of the TIF Plan Amendment	January 26, 2016
7.	<p>Mailed a copy of Ordinance No. 2016-01-0581O and the TIF Plan Amendment, along with a notice of the Joint Review Board meeting and the public hearing:</p> <ul style="list-style-type: none"> • to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	January 29, 2016
8.	<p>Mailed notices relative to the availability of the TIF Plan Amendment:</p> <ul style="list-style-type: none"> • to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and • to all parties who are registered on the City's TIF Interested Parties Registry (by First Class U.S. Mail) 	February 4, 2016
9.	Held the Joint Review Board meeting	February 16, 2016
10.	<p>Mailed notices of the public hearing:</p> <ul style="list-style-type: none"> • to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and • to each person on the City's TIF Interested Parties Registry (by First Class U.S. Mail) • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	March 9, 2016
11.	Held a public hearing	March 22, 2016
12.	Approved Ordinance No. 2016-04-0591O calling for a public hearing relative to the proposed approval of the TIF Plan Amendment	April 12, 2016

13.	Mailed a copy of Ordinance No. 2016-04-0591O and the TIF Plan Amendment, along with a notice of the public hearing: <ul style="list-style-type: none"> to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	April 14, 2016
14.	Mailed notices relative to the availability of the TIF Plan Amendment: <ul style="list-style-type: none"> to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and to all parties who are registered on the City's TIF Interested Parties Registry (by First Class U.S. Mail) 	April 21, 2016
15.	Published notice of the public hearing in the local newspaper twice	May 12, 2016 and May 19, 2016
16.	Mailed notices of the public hearing: <ul style="list-style-type: none"> to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and to each person on the City's TIF Interested Parties Registry (by First Class U.S. Mail) to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	May 19, 2016
17.	Held a public hearing	May 31, 2016

- I. On February 16, 2016, the Joint Review Board, relative to TIF District #3, recommended that the Oak Forest City Council move forward with the TIF Plan Amendment, including the Redevelopment Project Area Amendment.
- J. Pursuant to the TIF Act, the City has waited at least fourteen (14) days, but not more than ninety (90) days, from the May 31, 2016 public hearing date to take action on this Ordinance approving the amendment to Ordinance No. 2615, and the TIF Plan Amendment, including the Redevelopment Project Area Amendment.

SECTION 2: That Exhibit A to Ordinance No. 2615, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT A attached hereto and made part hereof.

SECTION 3: That Exhibit B to Ordinance No. 2615, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT B attached hereto and made

part hereof.

SECTION 4: That Exhibit C to Ordinance No. 2615, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT C attached hereto and made part hereof.

SECTION 5: That all other provisions of Ordinance No. 2615, adopted June 11, 2002, not amended hereby, shall remain in full force and effect.

SECTION 6: That a certified copy of this Ordinance shall be filed with the Cook County Clerk's Office.

SECTION 7: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 14th day of June, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of June, 2016.

Hank Kuspa, Mayor

ATTEST:

Scott Burkhardt, City Clerk

Published by me in pamphlet form this 15th day of June, 2016.

Scott Burkhardt, City Clerk



CITY OF OAK FOREST

City Council Agenda Memo

DATE: June 9, 2016
TO: Mayor and City Council
FROM: Adam E. Dotson, Community Development Director
Katie Ashbaugh, Community Planner

SUBJECT: Approval of Ordinances 2016-06-0603O, 2016-06-0604O, 2016-06-0605O for the amending of tax increment redevelopment plan TIF #3, Redevelopment Plan and Project Area, Cicero Avenue.

Background

Staff has been working on the amendment TIF #3 Cicero Avenue Redevelopment Project Area over the last year. The amended TIF 3 would include all the original Cicero Avenue Corridor between 163rd Street and 155st Street on the west side and along 159th Street from Cicero Avenue to now the Rock Island Line, previously the area went to Laramie. Kane McKenna and Klein, Thorpe and Jenkins, LTD. have been working with staff to prepare the documentation needed to meet the State statutes for the TIF Plan, including adopting the Public Hearing Ordinance, holding Joint Review Board meetings, and the Public Hearing itself regarding the TIF Act. Pending the Governor's signature on House Bill 4423, Community Development is now ready to move forward with approval of the three ordinances pertaining to the amendment of the Final TIF 3 Plan.

Action Requested

Approval of Ordinances 2016-06-0603O, 2016-06-0604O, and 2016-06-0605O for the amendment of the tax increment redevelopment plan TIF #3 Redevelopment Plan and Project Area Cicero Avenue.

Recommendation

Community Development recommends approval of Ordinances 2016-06-0603O, 2016-06-0604O, and 2016-06-0605O for the amendment of the tax increment redevelopment plan TIF #3 Redevelopment Plan and Project Area Cicero Avenue.

ORDINANCE NO. 2016-06-06050

AN ORDINANCE AMENDING ORDINANCE NO. 2616, ADOPTED JUNE 11, 2002, BY REVISING THE REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION ATTACHED THERETO AS EXHIBIT A, THE GENERAL STREET LOCATION DESCRIPTION ATTACHED THERETO AS EXHIBIT B, AND THE MAP OF THE REDEVELOPMENT PROJECT AREA ATTACHED THERETO AS EXHIBIT C, RELATIVE TO ADOPTING TAX INCREMENT FINANCING IN REGARD TO THE CITY OF OAK FOREST'S 159TH STREET/CICERO AVENUE TAX INCREMENT FINANCING DISTRICT (TIF #3)

BE IT ORDAINED by the City Council of the City of Oak Forest, Cook County, Illinois, as follows:

SECTION 1: The City Council of the City of Oak Forest, Cook County, Illinois, hereby finds as follows:

- A. Pursuant to Ordinance Numbers 2614, 2615 and 2616, adopted June 11, 2002, (hereinafter referred to as the "TIF Ordinances"), the City of Oak Forest (hereinafter referred to as the "City") approved a tax increment redevelopment plan and project (hereinafter referred to as the "TIF Plan"), designated the tax increment redevelopment project area (hereinafter referred to as the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's 159th Street/Cicero Avenue Tax Increment Financing District (hereinafter referred to as "TIF District #3").
- B. Pursuant to Public Act _____, which amended Section 3.5 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (hereinafter referred to as the "TIF Act"), the City has been authorized to extend the life of TIF District #3 to thirty-five (35) years, with real estate taxes for 2037, as collected during 2038, being the last year of real estate taxes subject to TIF District #3 (hereinafter referred to as the "TIF Extension").
- C. The TIF Plan has to be amended to implement the TIF Extension, and to accommodate redevelopment during the extended life of TIF District #3.
- D. The City desires to reduce the size of TIF District #3, by removing certain properties from the Redevelopment Project Area for TIF District #3, so that said removed properties can be incorporated into a new tax increment financing district to be known as the Oak Forest West 159th Street

Corridor Tax Increment Financing District (TIF District #7) (hereinafter referred to as the "Redevelopment Project Area Amendment").

- E. Based on the foregoing, the City desires to approve:
- (1) an amendment to the boundaries of the Redevelopment Project Area for TIF District #3, to facilitate the Redevelopment Project Area Amendment;
 - (2) amendments to the TIF Plan to implement the TIF Extension; and
 - (3) amendments to the TIF Plan to accommodate redevelopment during the extended life of TIF District #3 beyond its original termination date, but within the amended boundaries of TIF District #3;
- (hereinafter collectively referred to as the "TIF Plan Amendment").
- F. It is necessary to amend the TIF Ordinances, and the Exhibits attached thereto, to implement the Redevelopment Project Area Amendment and the TIF Plan Amendment.
- G. That the TIF Act authorizes municipalities with existing tax increment financing districts to amend the ordinances, the redevelopment project and plan, and the redevelopment project area in relation thereto, subject to first complying with specific notice, public meeting, joint review board meeting and public hearing requirements.
- H. That the City has complied with the specific notice, public meeting, Joint Review Board meeting and public hearing requirements provided for in the TIF Act, as a prerequisite to amending the TIF Ordinances, the Exhibits attached thereto, the Redevelopment Project Area and the TIF Plan in relation to the TIF District #3, in that the City has taken the following actions:

	<u>ACTION</u>	<u>DATE TAKEN</u>
1.	Approved the contract with Kane McKenna, for the preparation of the TIF Plan Amendment	July 7, 2015
2.	Published the TIF Interested Parties Registry Notice in the local newspaper	November 18, 2015
3.	Announced the availability of the TIF Plan Amendment, and announced the time and date of the Public Meeting	December 8, 2015

4.	<p>Mailed notice of the Public Meeting:</p> <ul style="list-style-type: none"> • to all taxing districts (by Certified Mail, return receipt requested); • to all parties who are registered on the City's TIF Interested Parties Registry (by Certified Mail, return receipt requested); • to all taxpayers of record within the Redevelopment Project Area (by First Class U.S. Mail); and • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	December 15, 2015
5.	Held the Public Meeting	January 5, 2016
6.	Approved Ordinance No. 2016-01-0581O calling for a Joint Review Board meeting and a public hearing relative to the proposed approval of the TIF Plan Amendment	January 26, 2016
7.	<p>Mailed a copy of Ordinance No. 2016-01-0581O and the TIF Plan Amendment, along with a notice of the Joint Review Board meeting and the public hearing:</p> <ul style="list-style-type: none"> • to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	January 29, 2016
8.	<p>Mailed notices relative to the availability of the TIF Plan Amendment:</p> <ul style="list-style-type: none"> • to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and • to all parties who are registered on the City's TIF Interested Parties Registry (by First Class U.S. Mail) 	February 4, 2016
9.	Held the Joint Review Board meeting	February 16, 2016
10.	<p>Mailed notices of the public hearing:</p> <ul style="list-style-type: none"> • to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and • to each person on the City's TIF Interested Parties Registry (by First Class U.S. Mail) • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	March 9, 2016
11.	Held a public hearing	March 22, 2016
12.	Approved Ordinance No. 2016-04-0591O calling for a public hearing relative to the proposed approval of the TIF Plan Amendment	April 12, 2016

13.	Mailed a copy of Ordinance No. 2016-04-0591O and the TIF Plan Amendment, along with a notice of the public hearing: <ul style="list-style-type: none"> to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	April 14, 2016
14.	Mailed notices relative to the availability of the TIF Plan Amendment: <ul style="list-style-type: none"> to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and to all parties who are registered on the City's TIF Interested Parties Registry (by First Class U.S. Mail) 	April 21, 2016
15.	Published notice of the public hearing in the local newspaper twice	May 12, 2016 and May 19, 2016
16.	Mailed notices of the public hearing: <ul style="list-style-type: none"> to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and to each person on the City's TIF Interested Parties Registry (by First Class U.S. Mail) to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	May 19, 2016
17.	Held a public hearing	May 31, 2016

- I. On February 16, 2016, the Joint Review Board, relative to TIF District #3, recommended that the Oak Forest City Council move forward with the TIF Plan Amendment, including the Redevelopment Project Area Amendment.
- J. Pursuant to the TIF Act, the City has waited at least fourteen (14) days, but not more than ninety (90) days, from the May 31, 2016 public hearing date to take action on this Ordinance approving the amendment to Ordinance No. 2616, and the TIF Plan Amendment, including the Redevelopment Project Area Amendment.

SECTION 2: That Exhibit A to Ordinance No. 2616, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT A attached hereto and made part hereof.

SECTION 3: That Exhibit B to Ordinance No. 2616, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT B attached hereto and made

part hereof.

SECTION 4: That Exhibit C to Ordinance No. 2616, adopted June 11, 2002, is amended to read in its entirety as set forth on EXHIBIT C attached hereto and made part hereof.

SECTION 5: That all other provisions of Ordinance No. 2616, adopted June 11, 2002, not amended hereby, shall remain in full force and effect.

SECTION 6: That a certified copy of this Ordinance shall be filed with the Cook County Clerk's Office.

SECTION 7: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 14th day of June, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 14th day of June, 2016.

Hank Kuspa, Mayor

ATTEST:

Scott Burkhardt, City Clerk

Published by me in pamphlet form this 15th day of June, 2016.

Scott Burkhardt, City Clerk